



THEIS COMMUNICATIONS CONSULTING, LLC

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Public Service Commission of Wisconsin
RECEIVED: 11/06/12, 4:41:21 AM

November 6, 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 ("Agreement") Between Manawa Telephone Company, Inc. and New-Cell, Inc. d/b/a Cellcom. ("CELLCOM").

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 to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Manawa and CELLCOM. Manawa has been authorized by CELLCOM to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on CELLCOM via U. S. mail at the following address:

Mr. Mike Watermolen
Network Development Manager
Cellcom
450 Security Blvd.
Green Bay, WI 54313

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Mike Watermolen - CELLCOM
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 New-Cell, Inc. d/b/a Cellcom and its managed and owned subsidiaries and affiliates ("CELLCOM"), with its principal office at 450 Security Blvd, Green Bay, WI 54313. Cellcom's managed and owned subsidiaries and affiliates are identified in Appendix C. MANAWA and CELLCOM 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 June 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-1959 on September 24, 2009 ("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 IntraMTA 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 CELLCOM elects to apply such arrangements to IntraMTA 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 IntraMTA 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 1.41 shall be replaced as follows:
 - 1.41 "Subject Traffic" or "IntraMTA 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 4.3.1.1 shall be replaced as follows:
 - 4.3.1.1 In the event that MANAWA and CELLCOM establish a Type-2B Direct Interconnection, MANAWA shall route in accordance with Section 4.3.1.2 below, all Subject Traffic originated on its network by a MANAWA end user to a CELLCOM NPA-NXX. All landline to mobile IXC calls shall be routed in accordance with Telcordia Traffic Routing Administration instructions.

3. Section 4.4 shall be replaced as follows:
 - 4.4 Indirect Interconnection: CELLCOM and MANAWA may deliver Subject Traffic to the AT&T-Wisconsin Appleton, Wisconsin Tandem Switch for delivery as Transiting Traffic to the other Party's 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, other than AT&T-Wisconsin at Appleton, Wisconsin, have entered into or may enter into arrangements for the delivery of Subject Traffic to the other Party for Termination (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. II.
 - 4.4.1 Landline to Wireless:

Subject Traffic from MANAWA end users may be routed from the MANAWA End Office Switch to an CELLCOM NPA-NXX via a third party service provider. All landline to wireless IXC calls shall be routed in accordance with the Telcordia's Traffic Routing Administration instructions.

An NPA-NXX assigned to CELLCOM shall be included in any Mandatory Local Calling Scope or similar program to the same extent as any other NXX maintained by other landline carriers with the same rate points.

4.4.2 Wireless to Landline:

Subject Traffic originated on CELLCOM's network may be routed from the CELLCOM network via a third party service provider for termination by MANAWA to its end users, as appropriate. All wireless to landline IXC calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

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 CELLCOM's end users shall not affect or determine: (i) the services offered by MANAWA or CELLCOM, (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 CELLCOM'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 CELLCOM NPA-NXXs, are identified in the LERG. Calls originating on MANAWA network and addressed to CELLCOM's network will be rated by MANAWA in the same way as other calls addressed to networks maintained by other landline carriers with the same rate points.

- 4.4.4 If the traffic volumes between CELLCOM and MANAWA delivered by the third party provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), eight times within a 30 day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3

4.4.5 CELLCOM will be responsible for all Transiting Traffic charges that are assessed by a third party provider on traffic, which originates or terminates on CELLCOM's network.

4. Section 8.1 shall be replaced as follows:

8.1 The term of this Agreement, as amended, shall be one year from the Effective Date July 1, 2012 through June 30, 2013 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.

5. Appendix A and B of the Agreement shall be removed and replaced with the attached 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.**

New-Cell, Inc.

By: Thomas R. Squires

By: James W. Jensen

Date: 9-14-12

Date: 9/10/12

Printed: Thomas R. Squires

Printed: James Lienay

Title: President & General Manager

Title: CFO VP Corp Tech Svcs.

Appendix A
Interconnection Facilities

I. Direct Interconnection Facilities

- a. Optionally, as described in Section 4.3 of this Agreement, CELLCOM may arrange for and maintain the following final two-way Interconnection Facilities between MANAWA in Manawa, WI and the CELLCOM 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 a Type-2B Interconnection using one (1) DS 1. The Type-2B Interconnection Facilities between the MANAWA End Office Switch and the CELLCOM network shall have a POI at the MANAWA and AT&T-Wisconsin 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 CELLCOM 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 CELLCOM shall be at the MANAWA and AT&T-Wisconsin 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.

IV. Shared Facility Factor

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

Mobile to Landline Telecommunications Traffic	0.0%
Landline to Mobile Telecommunications Traffic	100.0%

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 MANAWA and CELLCOM 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 MANAWA and CELLCOM 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 ¶¶ 997-999*), CELLCOM will be financially responsible for Transport from the POI as described in Appendix A, Section II(b) to its network.
- d. CELLCOM will be responsible for the Transiting Traffic charges for all Subject Traffic transited by AT&T -Wisconsin. MANAWA will bill CELLCOM for all third party indirect Interconnection charges for the Transport of Subject Traffic that is billed to MANAWA.

III. Intentionally Left Blank

IV. InterMTA Traffic Factors

The Parties agree to use an InterMTA factor of 0.0% until such time as CELLCOM provides Telecommunications service to subscribers to an area outside of the Milwaukee MTA No. 20.

When CELLCOM starts to provide Telecommunications service outside of the Milwaukee MTA No. 20, 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

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 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.