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Public Service Commission of Wisconsin
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January 4, 2013

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 Agreement for the Facility-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (“Amendment”) Between Nelson Telephone Cooperative, Inc. and AT&T Mobility. (“AT&T MOBILITY”).

Dear Ms. Paske:

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

Nelson hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Agreement for the Facility-Based Network Interconnection for Transport and Termination of Telecommunications Traffic between Nelson and AT&T MOBILITY. Nelson has been authorized by AT&T MOBILITY 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 AT&T MOBILITY via U. S. mail at the following address:

W. Bernard Shell
Lead Carrier Relation Manager
AT&T Services, Inc. Room 3655
675 West Peachtree St. NE
Atlanta, GA 30308

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

Sincerely,

Michael L. Theis President
Theis Telephone Consulting, LLC.

CC: W. Bernard Shell- AT&T Mobility
CC: Christy Berger – Nelson Telephone Cooperative, Inc.

**AMENDMENT #1 TO THE AGREEMENT FOR FACILITIES-BASED NETWORK
INTERCONNECTION FOR TRANSPORT AND TERMINATION OF
TELECOMMUNICATIONS TRAFFIC
CMRS-LEC AGREEMENT**

This Interconnection Agreement Amendment #1 to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic CMRS-LEC Agreement ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Nelson Telephone Cooperative, Inc. ("NELSON") a Wisconsin corporation, with its principal office at 318 3rd Avenue West, PO Box 228, Durand, Wisconsin 54736-0228 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a "AT&T Mobility (hereafter "AT&T MOBILITY") with offices at 1277 Lenox Park Blvd., Suite 4A42, Atlanta, GA, 30319. NELSON and AT&T MOBILITY 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, 2002, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-671 on August 5, 2002 ("Agreement"); and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, ("USF/ICC Reform Order") has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of Intra-MTA traffic, and also ruled that when the CMRS provider's chosen Interconnection Point is located within a rural, rate-of-return carrier's service area, the rural, rate-of-return carrier is responsible for Transport to the CMRS provider's chosen Interconnection Point, and when the CMRS provider's chosen Interconnection Point is located outside the rural, rate-of-return carrier's service area, the rural, rate-of-return carrier's Transport and provisioning obligation stops at its meet point within the service area exchange boundary, and further held that these rulings are to be considered a change of law; and

WHEREAS AT&T MOBILITY 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 "New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T MOBILITY")," shall be substituted for "ACC of Wisconsin".
2. Section 1.14 shall be replaced as follows:
 - 1.14 "Interexchange Carrier (IXC)" is a telecommunications service provider authorized by the FCC to provide interstate long distance communication services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
3. Section 1.26 shall be added as follows:
 - 1.26 "Transiting Traffic" means traffic that originates on one Party's network, "transits" a third party's network substantially unchanged, and Terminates on another party's network. Neither Party shall send any traffic to the other Party for transiting to a third party.
4. Section 1.27 shall be added as follows:
 - 1.27 "Transport" is the transmission and any necessary Tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's End Office Switch, or equivalent facility provided by a carrier other than an incumbent LEC that directly serves the called party.
5. Section 3.6 shall be added as follows:
 - 3.6 AT&T MOBILITY represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. # 12 (Minneapolis), and serves end users through an entity as listed on the signature page of this Amendment.
6. Section 4.1.1 and 4.1.2 shall be added as follows:

- 4.1.1 AT&T MOBILITY currently does not wish to have a direct facilities connection with NELSON. Absent such a connection, traffic originating from AT&T MOBILITY CMRS network and terminating to NELSON's network will be routed via West Wisconsin Telcom Cooperative, Inc.'s Elk Lake, Wisconsin Tandem Office Switch to a POC with NELSON and then be routed to the NELSON End Office. The indirect routing of traffic shall be in accordance with Section 4.4 below. Traffic originating on the network of NELSON to be terminated to AT&T MOBILITY's network will be routed in accordance with Telcordia Traffic Routing Administration instructions for AT&T MOBILITY's applicable NPA/NXXXs.
- 4.1.2 In the event that AT&T MOBILITY desires to effect a direct facilities connection with NELSON, the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be as provided in Section 4.2 below.
7. Section 4.2 shall be replaced as follows:
- 4.2 Type-2B Interconnection. Type-2B involves Trunk side connection to a NELSON End Office Switch. Type-2B facilities provide the capability to access only subscribers served by that End Office Switch or any NELSON remote subtending that End Office Switch, as applicable. A two-way Trunk group may be provisioned between the NELSON Durand, Wisconsin End Office Switch and AT&T MOBILITY 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 AT&T MOBILITY, pursuant to Section 5.2 and Appendix A of this Agreement.
- 4.2.1 Landline to Wireless
- 4.2.1.1 NELSON will route in accordance with Section 4.2.1.2 below, all Telecommunications Traffic originated on its network by a NELSON end user to an AT&T MOBILITY NPA-NXX identified in the LERG, subject to applicable tariffs.
- 4.2.1.2 NELSON shall route the Telecommunications Traffic that originates on its network to AT&T MOBILITY by delivering such Telecommunications Traffic to the POC identified in Appendix A.
- 4.2.1.3 AT&T MOBILITY NPA-NXX's are identified in the LERG. Calls originating on NELSON network and addressed to AT&T MOBILITY NPA-NXXs will be rated by NELSON in the same way as other calls addressed to NPA-NXXs maintained by other landline carriers with the same rate points.

4.2.2 Wireless to Landline:

4.2.2.1 AT&T MOBILITY shall route the Telecommunications Traffic that originates on its network to NELSON by delivering Telecommunications Traffic to the POC identified in Appendix A.

4.2.2.2 AT&T MOBILITY shall route all Telecommunications Traffic originated on its network by a AT&T MOBILITY end user that is routed for a NELSON NPA-NXX associated with the NELSON End Office Switch.

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

4.2.3 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 AT&T MOBILITY's end users shall not affect or determine: (i) the services offered by NELSON or AT&T MOBILITY, (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. NELSON will provide dialing parity to AT&T MOBILITY's NPA-NXX's in NELSON's Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act.

4.2.4 If the traffic volumes between AT&T MOBILITY and NELSON meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), for eight times within a 30 day bill cycle, the Parties shall within sixty (60) days meet to review the establishment of additional direct trunks.

8. Section 4.4 shall be added as follows:

4.4 Indirect Interconnection: AT&T MOBILITY and NELSON may deliver Telecommunications Traffic to the West Wisconsin Telcom Cooperative, Inc's. Elk Lake, Wisconsin Tandem Office Switch for delivery as Transiting Traffic to the other Party's End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix A II and 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 NELSON (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 A II and B II.

4.4.1 Landline to Wireless:

Telecommunications Traffic from NELSON end users shall be routed from the NELSON End Office Switch to AT&T MOBILITY via a third party service provider, with an arrangement with NELSON for Transiting Traffic.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on AT&T MOBILITY's network within MTA #12 (Minneapolis) to NELSON end users shall be routed from the AT&T MOBILITY network via the third party service provider for termination by NELSON 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 AT&T MOBILITY's end users shall not affect or determine: (i) the services offered by NELSON or AT&T MOBILITY, (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. NELSON will provide dialing parity to AT&T MOBILITY's NPA-NXX's in NELSON's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The AT&T MOBILITY NPA-NXXs are identified in the LERG. Calls originating on NELSON network and addressed to AT&T MOBILITY NXXs will be rated by NELSON 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 AT&T MOBILITY and NELSON 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), for eight

times within a 30 day bill cycle, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.2.

9. Section 8.2 shall be replaced as follows:

8.2 The term of this Agreement, as amended, shall be three years from the Effective Date July 1, 2012, through June 30, 2015, 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.

10. Section 14.10 shall be replaced as follows:

14.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, or (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

Contract Notices:

To: AT&T Mobility
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, GA 30319
Attn: Senior Contract Manager
Phone: 404-499-6086
Fax: 404-986-8452

With a copy to:
AT&T Services, Inc.
Legal Department
675 West Peachtree Street
Atlanta, GA 30308
Attn: Interconnection Agreement Counsel
Phone: 404-335-0710
Fax: 404-927-3618

To: Christy Berger, General Manager
Nelson Telephone
Cooperative, Inc.
318 3rd Avenue West
PO Box 228
Durand, WI 54736-0228
Phone: 715-672-4204
Fax: 715-672-4344

Office Manager
Nelson Telephone
Cooperative, Inc.
318 3rd Avenue West
PO Box 228
Durand, WI 54736-0228
Phone: 715-672-4204
Fax: 715-672-44344

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

Company Billing Contact:

To: AT&T Mobility
C/O TEOCO
12150 Monument Drive
Suite 700
Fairfax, VA 22033
(in :RE" space put "Xtrak")

To: Christy Berger, General Manager
Nelson Telephone
Cooperative, Inc.
318 3rd Avenue West
Durand, WI 54736-0228
Phone: 715-672-4204
Fax: 715-672-4344

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

11. Appendix A, B and C of the Agreement shall be removed and replaced with the attached Appendix A, B, and C.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

**Nelson Telephone
Cooperative, Inc.**

**New Cingular Wireless PCS, LLC, and its
Commercial Mobile Radio Service operating
entities, d/b/a AT&T Mobility**

By: Christy Berger

By: W. Bernard Shell

Date: 1/3/13

Date: 12/13/2012

Printed: Christy Berger

Printed: W. Bernard Shell

Title: General Manager

Title: Lead Carrier Relations Manager

Appendix A

Schedule of Interconnection Facilities

I. Direct Interconnection Facilities

- a. AT&T MOBILITY may arrange for and maintain the following final two-way Interconnection Facilities between NELSON in Durand, WI and the AT&T MOBILITY Network ("Interconnection Facilities").
- b. Point of Interconnection ("POI") shall have the same definition as Point of Connection is Section 1.22 of the Agreement.
- c. Interconnection Point- Type-2B For the exchange of Telecommunications 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 NELSON End Office Switch and the AT&T MOBILITY network shall have a POC at the NELSON Mid Span Meet located at the V and H coordinates: V 5764 & H 4310.
- d. If the Parties establish a Type-2B Interconnection, AT&T MOBILITY shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities and all third party Transport and Transiting Traffic charges between its Point of Presence and up to the Meet Point POC described in Section I c above. Nelson Telephone Cooperative, Inc. shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities between its End Office Switch in Durand, WI and up to the Meet Point POC described in Section I c above.

II. Indirect Interconnection Facilities with a Third Party Provider

- a. As of the Effective Date of this Agreement, NELSON and AT&T MOBILITY may exchange traffic indirectly utilizing the Transiting Traffic services of a third party, as provided in Sections 4.4 of this Agreement, subject to the compensation as provided in Appendix B and Section c below.
- b. Interconnection Point – Unless mutually agreed to by the Parties, the POC for indirect Interconnection facilities with a third party between NELSON and AT&T MOBILITY shall be at the NELSON Mid Span Meet located at the V and H coordinates: V 5764 & H 4310.
- c. AT&T MOBILITY agrees to be financially responsible per the USF/ICC Reform Order for all charges assessed by a third-party provider for the Transport of

Telecommunications Traffic originated by NELSON and sent through the third-party provider to AT&T MOBILITY for termination subject to the following conditions:

1. The third-party provider must have a tariff or a valid and enforceable contract with NELSON that authorizes the third-party provider to provide for the Transport of Telecommunications Traffic for NELSON.
2. The third-party provider must have a tariff or a valid and enforceable contract with AT&T MOBILITY that authorizes the third-party provider to charge AT&T MOBILITY for the Transport of Telecommunications Traffic to other carriers and which shall govern the third-party provider's billing to AT&T MOBILITY for the Transport of Telecommunications Traffic from NELSON through the third-party provider to AT&T MOBILITY, including the right of AT&T MOBILITY to dispute in good faith any charges;
3. NELSON will work cooperatively with AT&T MOBILITY to utilize a lower cost third-party provider.

III. Default Traffic Factors

The Parties agree that the initial Default Traffic Factors will be as follows:

Mobile to Land Factor:			70.0%
Telecommunications Traffic		100.00%	
InterMTA		0.00%	
Intrastate	0.00%		
Interstate	0.00%		
Land to Mobile Factor:			30.0%
Telecommunications Traffic		100.00%	
InterMTA Traffic rate:			
Per applicable NELSON Switched Access Tariff			

IV. Dedicated Facilities and Services

Per Applicable NELSON Tariff.

Appendix B

Schedule of 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. Telecommunications Traffic shall be exchanged on a bill and keep basis, which means that neither Party shall charge for the termination of the other Party's Telecommunications Traffic.
 - b. Neither Party owes any compensation to the other Party for traffic that is handed off to and compensated by an Interexchange Carrier and, at the beginning of the call, originates and terminates in the same MTA.

- II. **Charges for Transport and Termination of Telecommunications Traffic via Indirect Interconnection**
 - a. Telecommunications Traffic shall be exchanged on a bill and keep basis, which means that neither Party shall charge for the termination of the other Party's Telecommunications Traffic.
 - b. Neither Party owes any compensation to the other Party for traffic that is handed off to and compensated by an Interexchange Carrier and, at the beginning of the call, originates and terminates in the same MTA.
 - 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), if ATT MOBILITY'S chosen Interconnection Point is located within NELSON's service area, NELSON is responsible for Transport to ATT MOBILITY's chosen Interconnection Point, and when ATT MOBILITY's chosen Interconnection Point is located outside NELSON's service area, NELSON's Transport and provisioning obligation stops at its meet point within the service area exchange boundary.

Appendix C

**Nelson Telephone Cooperative, Inc.
NPA-NXX and Rate Centers and AT&T MOBILITY NPA-NXX for Purposes
of this Agreement**

**I. Nelson Telephone Cooperative, Inc.
Rate Center**

Durand

Nelson

Gilmanton

Arkansaw

The Rate Centers listed above include all of the Nelson Telephone Cooperative, Inc. rate centers.

II. Nelson Telephone Cooperative, Inc. and AT&T MOBILITY NPA-NXX's are as identified in the LERG.