



Public Service Commission of Wisconsin
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2378 Wilshire Boulevard
Mound, Minnesota 55364

January 25, 2013

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Sandra Paske, Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Adoption of an Agreement for Local Interconnection }
between Frontier North Inc. and }
Niagara Wireless, LLC }

Dear Ms. Paske,

Enclosed for filing with the Public Service Commission of Wisconsin (the "Commission") is a copy of the executed 252(i) adoption letter. Niagara Wireless, LLC. ("NW") is adopting the terms of the Interconnection Agreements between ALLTEL Communications, Inc. and Frontier (formerly Verizon North Inc.) that was approved by the Commission as an effective agreement in the state of Wisconsin in Docket 5-TI-1448.

In addition, the parties have agreed to an amendment to that original interconnection agreement, which is also included in this filing.

I have been authorized by NW to submit this filing to the Commission for approval in recognition of the Commission's jurisdiction in this matter. An electronic copy of this filing will be transmitted to Mr. Ken Barth of the Commission.

I hereby certify that a copy of this filing has been served on:

Niagara Wireless, LLC
Al Mahnke
1133 Main Street
Niagara, Wisconsin 54151
by U.S. mail on this date, January 25, 2013

If you have questions relating to this matter, I can be contacted at (952) 491-5534, or at scott.bohler@ftr.com.

Very truly yours,

/s/ Scott Bohler

Scott Bohler

cc: Ken Barth – Public Service Commission of Wisconsin - electronic



Stephen LeVan
Sr.VP – Carrier Sales & Services
137 Harrison Street
Gloversville, NY 12078-4815

November 27, 2012

Al Mahnke
CEO
Niagara Wireless, LLC
1133 Main Street
Niagara, WI 54151

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Mahnke:

Frontier North Inc. ("Frontier"), a Wisconsin corporation, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Niagara Wireless, LLC ("NW"), a limited liability company, with principal place of business at 1133 Main Street, Niagara, WI 54151, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between ALLTEL Communications, Inc. ("ALLTEL") and Frontier that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the State of Wisconsin, Docket No. 5-TI-1448, as such agreement exists on the date hereof including, without limitation, Amendment No. 1 thereto, after giving effect to operation of law (the "Terms"). I understand NW has a copy of the Terms. Please note the following with respect to NW's adoption of the Terms.

1. By NW's countersignature on this letter, NW hereby represents and agrees to the following seven points:
 - A. NW adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that NW shall be substituted in place of ALLTEL Communications, Inc. and ALLTEL in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-

36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to NW and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Niagara Wireless, LLC:

Al Mahnke
CEO
1133 Main Street
Niagara, WI 54151
Telephone Number: 715-251-3116
Facsimile Number: 715-251-1119
Internet Address: mahnke@wittenbergnet.net

with a copy to:

Axley Brynelson, LLP
Attn: Judd A. Genda
2 East Mifflin Street, Ste. 200
Madison, WI 53703

To Frontier:

Frontier Communications
Attn: Director, Business Operations - Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone Number: 585-777-5131
Roderick.cameron@ftr.com

with a copy to:

Frontier Communications
Attn: Legal Department - Interconnection
3 High Ridge Park
Stamford, CT 06905

- D. NW represents and warrants that it is an FCC-Licensed provider of two-way wireless service and that its adoption of the Terms will cover services in Frontier's service territory in **Frontier North Inc.** for the State of WI only.
- E. In the event an interconnection agreement between Frontier and NW is currently in effect in the State of WI (the "Original ICA"), this adoption shall be an

amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- F. Frontier's standard pricing schedule for interconnection agreements in the State of WI (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to NW's adoption of the Terms.
 - G. NW's adoption of the Terms shall be deemed effective as of the date executed by both parties. The parties understand and agree that Frontier shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by NW as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern NW's adoption of the Terms.
2. As the Terms are being adopted by NW pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of NW's adoption of the Terms.
 3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that Docket Number 5-T1-1448 or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
 4. Frontier reserves the right to deny NW's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to NW are greater than the costs of providing them to ALLTEL;
 - B. if the provision of the Terms to NW is not technically feasible; and/or
 - C. to the extent that Frontier otherwise is not required to make the Terms available to NW under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴
6. Should NW attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against NW under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and NW's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of NW resulting from NW's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

³ See, e.g., 47 C.F.R. Section 51.809(c).

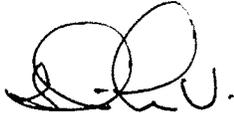
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of NW to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier North Inc.



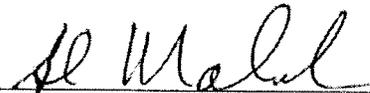
Stephen LeVan

1-22-13

(DATE)

Reviewed and countersigned as to Paragraph 1:

Niagara Wireless, LLC



Al Mahnke
CEO

12/11/12

(DATE)

AMENDMENT NO. (2)
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER NORTH, INC.

AND

NIAGARA WIRELESS, LLC

This Amendment No. 2 (this "Amendment") shall be deemed effective on approval of the Commission (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Niagara Wireless, LLC ("NW"), a Wisconsin limited liability company with offices at 1133 Main Street, Niagara, WI, 54151. Frontier and NW may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier North Inc. (the "State").

WITNESSETH:

WHEREAS, Frontier and NW are filing in conjunction with this Amendment an adoption to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated November 27, 2012 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
 - 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. IntraMTA Traffic. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

4. Notices

- 4.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

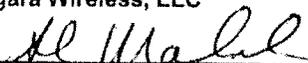
With Copy to:

Frontier Communications
Attn: Associate General Counsel

180 S. Clinton Ave
Rochester, NY 14646

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Niagara Wireless, LLC

By: 

Printed: Al Mahnke

Title: CEO

Date: 12/11/12

Frontier North Inc.

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

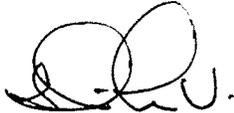
Date: 1-22-13

SIGNATURE PAGE

Please arrange for a duly authorized representative of NW to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier North Inc.



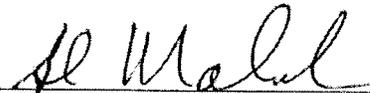
Stephen LeVan

1-22-13

(DATE)

Reviewed and countersigned as to Paragraph 1:

Niagara Wireless, LLC



Al Mahnke
CEO

12/11/12

(DATE)