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Public Service Commission of Wisconsin
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September 3, 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 Interconnection Agreement for the Transport and Termination of Telecommunications Traffic (“Amendment”) Between West Wisconsin Telcom Cooperative, Inc. and Sprint Spectrum, LLP. (“SPRINT”).

Dear Ms. Paske:

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

West Wisconsin hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between West Wisconsin and SPRINT. West Wisconsin has been authorized by SPRINT 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 SPRINT via U. S. mail at the following address:

Mary K. Joshi
SPRINT
Carrier Interconnection Management
KSOPHC0106-1B2522
6240 Sprint Parkway
Overland Park, KS 66251

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: Mary K. Joshi- SPRINT
CC: Randy Siler – West Wisconsin Telcom Cooperative, Inc.

**AMENDMENT #1
TO THE INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND
TERMINATION OF TELECOMMUNICATIONS TRAFFIC**

This Amendment #1 to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic (“Amendment”) is effective as of the last date signed by both Parties (the “Effective Date”), by and between West Wisconsin Telcom Cooperative, Inc. (“WWTC”), a Wisconsin corporation with its principal office at E4528 County Road C, PO Box 115, Downsview, Wisconsin 54735 and Sprint Spectrum L.P., (“SPRINT”), with its principal office at 6200 SPRINT Parkway, Kansas 66251. WWTC and SPRINT 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 for the Transport and Termination of Telecommunications Traffic, pursuant to 47 U.S.C. §§ 251 and 252 dated January 1, 2004, that was approved by the Public Service Commission of Wisconsin (“Commission”) as an effective interconnection agreement in the state of Wisconsin in Docket No. 05-TI-1193 on February 25, 2005 (“Agreement”); and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011 and Order on Reconsideration released on December 23, 2011¹ (collectively, the "USF/ICC Transformation Order"), has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of IntraMTA traffic (referred to as Telecommunications Traffic in the Agreement), and

WHEREAS the FCC in its USF/ICC Transformation Order provided for interim responsibility of transport costs applicable to Telecommunications Traffic exchanged between CMRS providers and rate of return incumbent rural LECs; 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.

¹*In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, “Report and Order and Further Notice of Proposed Rulemaking”, FCC 11-161 (rel. Nov. 18, 2011) and “Order on Reconsideration”, FCC 11-189 (rel. Dec. 23, 2011).

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:

AMENDMENT #1

By signing this Amendment below both Parties agree to the following:

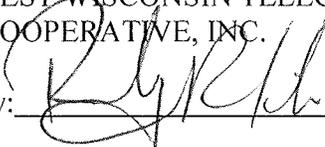
- 1 Section 1.41 shall be deleted and replaced as follows:
 - 1.41 "Subject Traffic" is the Telecommunications Traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in the Agreement. For the purposes of the Agreement, Telecommunications Traffic handed off to and compensated by an Interexchange Carrier is not Subject Traffic.
- 2 Section 4.2.3 shall be deleted and replaced as follows:
 - 4.2.3 The Type 2A Interconnection shall be used by WWTC to deliver Subject Traffic, InterMTA Traffic and Transiting Traffic to SPRINT NPA-NXXs as identified in the LERG.
- 3 Section 4.4 shall be deleted and 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, InterMTA Traffic and Transiting Traffic to or from WWTC's network or a third party's 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.
- 4 Appendices A, C, D and E of the Agreement shall be deleted in their entirety and replaced with the attached Appendices A, C, D and E.
- 5 Appendix B, Sections I, II and III of the Agreement shall be deleted in their entirety and replaced with the attached Appendix B, Sections I, II and III. Sections IV, V, and VI shall be retained as provided in the Agreement.
- 6 Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect without change.
- 7 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement to the extent necessary to give effect to this Amendment. To the extent there are any inconsistencies

between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

- 8 The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

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

WEST WISCONSIN TELECOM
COOPERATIVE, INC.

By: 

Printed: Randy R. Siler

Title: Chief Executive Officer

Date: 8/22/13

SPRINT SPECTRUM L.P.

By: 

Printed: Rick D. Ratliff

Title: Director, Switched Access Planning

Date: 8/21/13

Appendix A
Schedule of Interconnection Facilities

I. Direct Interconnection Facilities

- a. SPRINT may arrange for and maintain the following final two-way Interconnection Facilities between WWTC in Elk Lake, WI and the SPRINT 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 two (2) DS1s. The Type-2A Interconnection Facilities between the WWTC Tandem Switch and the SPRINT network shall have a POI at the WWTC Mid Span Meet at the V and H coordinates: V 5699 & H 4269.

II. Indirect Interconnection Facilities

- a. As of the Effective Date of this Agreement, WWTC and SPRINT may exchange traffic indirectly utilizing the Transiting Traffic services of a third party, as provided in Section 4.4 of the Agreement, subject to the compensation arrangements as provided in Appendix B.
- b. Point of Interconnection. Unless mutually agreed to by the Parties, the POI for an indirect Interconnection facility via a third party between WWTC and SPRINT shall be at the actual Mid-Span Meet of WWTC and SBC Wisconsin facilities at the WWTC exchange boundary located at the V and H coordinates: V5699; H4269.

III. Dedicated Facilities and Services

Per Applicable WWTC 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	50.0%
Landline to Mobile Telecommunications Traffic	50.0%

Appendix B Schedule of 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. Subject 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 Subject Traffic.
- b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and SPRINT and applies for all Subject Traffic exchanged via the Direct Interconnection Facilities between the Parties pursuant to Section 4.2 of this Agreement.
- c. Neither Party owes any compensation to the other Party for traffic that is handed off to an Interexchange Carrier and, and at the beginning of the call originates and terminates in the same MTA.

II. Charges for Transport and Termination of Subject Traffic via Indirect Interconnection

- a. Subject 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 Subject Traffic.
- b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and SPRINT and applies for all Subject Traffic exchanged pursuant to Section 4.4 of this Agreement.
- c. Neither Party owes any compensation to the other Party for traffic that is handed off to an Interexchange Carrier and, and at the beginning of the call originates and terminates in the same MTA.

III. Rural Transport and Transit Traffic Charges

- a. So long as the interim transport provisions of the USF/FCC Transformation Order, (Released November 18, 2011) at ¶¶ 997-999), remains in effect, and only if the Parties are not directly interconnected as provided in Appendix A, SPRINT will be responsible for Transport and Transiting Traffic charges properly assessed to it by a third party for transporting Subject Traffic originated by WWTC (in its capacity as a rural rate of return rural carrier) delivered to SPRINT, except for traffic handled off to an

Interexchange Carrier, subject to the following conditions:

1. If the Parties are directly interconnected, WWTC will deliver such traffic using the direct Interconnection Facilities as defined in Appendix A.
2. If the Parties are not directly interconnected, SPRINT shall have the option to implement least cost routing solutions, including choosing the third party provider to carry calls from WWTC to SPRINT, and WWTC shall work cooperatively with SPRINT to allow such implementation. WWTC may decline to use a particular third-party provider based on reasonable and supportable quality of service considerations.
3. WWTC will not pay a third party's Transit Traffic charges for Subject Traffic originated by WWTC (in its capacity as a rural rate of return carrier) to be delivered to SPRINT, and will not seek reimbursements of such amounts from SPRINT. The Parties will work cooperatively to resolve any billing disputes with a third-party provider.
4. At SPRINT's request, WWTC agrees to provide SPRINT with a monthly report of actual verifiable land-to mobile minutes of Subject Traffic WWTC originates to SPRINT.
5. If SPRINT's chosen Interconnection Point is located within WWTC's service area, WWTC is responsible for Transport to SPRINT's chosen Interconnection Point, and when SPRINT's chosen Interconnection Point is located outside WWTC's service area, WWTC's Transport and provisioning obligation stops at its meet point within the service area exchange boundary, except as provided in Appendix A, Section IV.

b. Transiting Traffic Charges.

1. Transiting Traffic Rate (per minute of use) \$.005
2. Transiting Traffic compensation is applicable for all SPRINT 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 traffic handed off to an Interexchange Carrier. SPRINT also assumes responsibility for any termination compensation to the third party which terminates the call.

3. Except for traffic handed off to an Interexchange Carrier by a third party rate of return carrier (“Rural LEC”), Transiting Traffic compensation is applicable to SPRINT for traffic which originates on a Rural LEC’s network that subtends the WWTC Elk Lake Tandem Switch as provided in Appendix E and terminates to SPRINT, subject to the following conditions:
 - (a) WWTC is not entitled to bill SPRINT, and SPRINT has no obligation to pay, any charges regarding a Rural LEC’s originated Transiting Traffic if:
 - (1) WWTC has an ongoing arrangement with any party other than SPRINT to collect Transiting Traffic charges from such party regarding the Rural LEC’s originating Transiting Traffic destined to SPRINT;
 - (2) SPRINT has entered into an arrangement with the Rural LEC in which SPRINT has agreed to directly reimburse the Rural LEC for valid Transiting Traffic charges actually billed to the Rural LEC by, and in turn paid by the Rural LEC to, WWTC;
 - (3) SPRINT has an existing arrangement with the Rural LEC in which the Rural LEC agrees to pay Transiting Traffic charges; or,
 - (4) Such Rural LEC does not exchange intraMTA traffic with SPRINT on a bill-and-keep basis.
 - (c) When WWTC bills SPRINT Transiting Traffic charges regarding a Rural LEC’s originated Transiting Traffic under Section III(b)(3) above, WWTC shall provide sufficient detail to identify the particular Rural LEC that originated the traffic, the Point of Interconnection at which such traffic was handed to SPRINT, and the total volume of such traffic for the period of time being billed for each Rural LEC. WWTC shall cooperate in providing any information requested by SPRINT, including but not limited to call detail records, necessary to verify Transiting Traffic bills rendered by WWTC for Rural LEC originating traffic.

Appendix C

WWTC's NPA/NXX are as provided in the LERG

Appendix D

Sprint's NPA/NXX are as provided in the LERG

Appendix E

Networks with Arrangements with WWTC for Tandem Switch Service

Locality

- I. Affiliated Network
 - A) 24-7 Telcom, Inc.

- II. Third Party Network
 - 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) Lakeland Telecom, Inc.
 - Balsam Lake
 - Centuria

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

F) Milltown Mutual Telephone Company, Inc.
Fox Creek
Milltown

G) Spring Valley Telephone Company, Inc.

H) Hager Telecom Company
Hager City
Bay City

I) Indianhead Telephone Company
Weyerhauser
Exland
Radisson

J) Siren Telephone Company

K) Nelson Telephone Cooperative
Durand
Nelson
Arkansaw
Gilmanton

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 E with the change executed by both Parties and made part of this Agreement.