

MICHIGAN EXCHANGE CARRIERS ASSOCIATION, INC.

Mailing Address: RO. Box 20025. LANSING, MICHIGAN 48901-0025 • (517) 482-1083 • FAX (517) 484-3548

U-15511

FILED

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MICHIGAN PUBLIC SERVICE
COMMISSION

February 7, 2008

Agris Pavlovskis
President

Ms. Mary Jo Kunkle
Executive Secretary

DIRECTORS
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221

David Schroeder
Chairman

Ace
Communications Group

Mark Bernath
Waldron

Telephone Company

James P. Brogan, III
Hiawatha

Communications, Inc.

Re: Joint Application by Westphalia Telephone Company and
TelNet Worldwide, Inc. for approval of Interconnection
Agreement

E.H. Eichler
Pigeon
Telephone Company

Dear Ms. Kunkle:

Robert Fisher
Barry County
Telephone Company

Enclosed for filing are an original and four copies of an Interconnection
Agreement and Joint Application requesting approval of the Interconnection

David Fox
Westphalia
Telephone Company

Agreement between Westphalia Telephone Company. And TelNet Worldwide,
Inc. for approval of Interconnection Agreement

Les Jenkins
Winn
Telephone Company

Yours truly,

David LaRocca
Deerfield Farmers
Telephone Company

Agris Pavlovskis

Paul Stark
Baraga
Telephone Company

President

Enclosures

State of Michigan

Before the Michigan Public Service Commission

In Re: The Request For Commission Approval
Of A Reciprocal Compensation Agreement
Arrived At Through Voluntary Negotiations
Between Westphalia Telephone Company And
TelNet Worldwide, Inc.

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U-15511

JOINT APPLICATION

Westphalia Telephone Company ("Westphalia") and TelNet Worldwide, Inc. ("TelNet") hereby jointly apply to the Michigan Public Service Commission ("Commission") for approval within ninety (90) days, pursuant to and in accordance with Section 252(e) of the Federal Telecommunications Act of 1996 ("Act"), Pub. L. No. 104-104, 110 Stat. 56 (1996) [codified at 47 U.S.C. Section 252(e)] and pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), as amended, MCL 484.2203(1) an Interconnection and Reciprocal Compensation Agreement, arrived at through voluntary negotiations between Westphalia and TelNet. A copy of this Agreement is attached hereto as Exhibit A and incorporated herein by reference. This submission is made pursuant to the Act. Applicants respectfully request Commission action on this submission in accordance with the Act. In support thereof, Westphalia and TelNet submit the following information:

1. Westphalia Telephone Association, Inc. is a corporation organized under the laws of Michigan with principal offices located at 109 E. Main St., P. O. Box 368, Westphalia, MI 48894-0368. Westphalia is an incumbent local exchange carrier ("ILEC"). Westphalia is engaged in the provision of telecommunications services

to its customers and the general public within its certified territory in the state of Michigan.

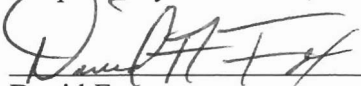
2. TelNet Worldwide, Inc. is a corporation organized in Michigan with its principal offices located at 1175 West Long Lake Road, Suite 101, Troy, MI 48098. TelNet is a competitive local exchange carrier ("CLEC") and is engaged in the provision of telecommunications services to its customers and the general public within its certified territory in the state of Michigan.
3. This Agreement was arrived at through voluntary negotiations between the parties as contemplated by Section 251 of the Act.
4. The Agreement establishes an Interconnection and Reciprocal Compensation arrangement for the termination of telecommunications traffic that originates on the other party's network.
5. Pursuant to Section 252(a)(1) of the Act, an agreement arrived at through negotiations is to be submitted to the state commission and Section 252(e)(1) provides that the state commission shall approve or reject the agreement, with written finding as to any deficiencies. Pursuant to Section 252(e)(2), this Commission may only reject the agreement if the Commission finds that:
 - (a) the agreement (or portions thereof) discriminates against any telecommunications carrier not a party to the agreement; or
 - (b) the implementation of such agreement (or portions thereof) is not consistent with the public interest, convenience, and necessity.
6. As contemplated by Section 252(e)(2)(a) and (b), the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement

and the implementation of the Agreement is consistent with the public interest, convenience and necessity. Westphalia will make these arrangements available to any other requesting carrier operating with the same service territories in Michigan on the same terms and conditions as those provided in the Agreement in accordance with Section 252(I) of the Act. The Agreement will not preclude different arrangements with other telecommunications carriers. Other telecommunications carriers may negotiate their own arrangements with Westphalia pursuant to applicable provision of the Act.

7. Westphalia respectfully requests the Commission approve the Agreement. This request is made in accordance with Section 252(e)(4) of the Act. This provision provides that the Agreement shall be approved if the Commission does not act to approve or reject the agreement within ninety (90) days after the submission by the parties.
8. David Fox— President, 109 E. Main St., P. O. Box 368, Westphalia, MI 48894-0368, is the contact person for Westphalia.
9. Mark Iannuzzi – West Long Lake Road, Suite 101, Troy, MI 48098 is the contact for TelNet.

WHEREFORE, applicants jointly request Commission approval of the Agreement pursuant to MTA Section 203(1) and 252(e) of the Act

Respectfully submitted,



David Fox
President
Westphalia Telephone Company

Date: 12-14-07

Attachment-Exhibit A: Agreement with original signatures

AGREEMENT

1. This Agreement is by and between TelNet Worldwide, Inc. ("TelNet") on the one hand and Westphalia Telephone Companies and Westphalia Broadband, Inc. (collectively the "Telephone Companies") on the other hand. Hereinafter, "**Party**" means either TelNet or the Telephone Companies and "**Parties**" means TelNet and the Telephone Companies.

2. The Parties agree to, and the Telephone Companies hereby establishes, a reciprocal compensation arrangement for the transport and termination of local telecommunications traffic between the Telephone Companies and TelNet. This arrangement is established by adopting the procedures, terms and conditions of Michigan Exchange Carriers Association ("MECA") MPSC Tariff No. 23R, Section 8 as the Telephone Companies-procedures, terms and conditions. The Telephone **Companies** will provide Local Transport and Termination Service to TelNet in accordance with these procedures, terms and conditions. The Parties recognize that the terms and conditions in the tariff may be changed by MECA in accordance with standard business practice, and any such changes will then apply.

3. **TelNet** agrees to pay the Telephone Companies' cost-based rates for Local Transport and Termination Service pursuant to the Telephone Companies' MPSC-approved Total Service Long Run Incremental Cost ("TSLRIC") study, which rates are set forth in **MECA's** Local Call Termination **Service** tariff. MPSC Tariff No. 23R, Section 6. The Telephone Companies is not precluded from changing the rates in accordance with changes in its TSLRIC or in accordance with orders issued by the MPSC.

4. The Telephone Companies agrees to pay TelNet for terminating the Telephone Companies' local traffic the negotiated rate per minute of use listed below.

Local traffic ~~terminated~~ by TelNet: \$0.0008/minute

5. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without reference to choice of law rules or principles. In the event that a court or agency with jurisdiction over the Telephone Companies in the **future** issues an order that

symmetrical rates apply to the traffic exchanged between the Telephone Companies and TelNet, this agreement will automatically be cancelled on the effective date of the order

6. This Agreement is agreed to and effective when signed by each of the parties on the dates indicated and may be executed in any number of counterparts.

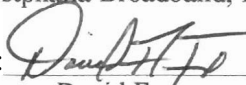
7. This Agreement, including all documents attached or referenced herein, constitute the entire agreement regarding the matter addressed herein, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

8. This Agreement shall not be more strictly construed against one party over the other party solely because such party may have prepared this Agreement.

9. Upon 30 days written notice, either the Telephone Companies or TelNet may terminate this Agreement.


Westphalia Telephone Companies
Westphalia Broadband, Inc.

Dated: 11-14, 2007

By: 
David Fox
Their: Manager

TELNET WORLDWIDE, INC.

Dated: 11/6/, 2007

By:  Mark Tannuzzi
Its: President