October 12, 2007

Dear Commissioners:

Matanuska Telephone Association, Inc. (MTA) respectfully submits the original and ten copies of an amendment to each of the following Interconnection and Reciprocal Compensation Agreements:

- U-02-061 In the matter of the Interconnection Agreement between Matanuska Telephone Association, Inc. and Alaska DigiTel, LLC, for approval under Section 252(e) of the Telecommunications Act of 1996;

- U-02-110 In the matter of the Interconnection Agreement between Matanuska Telephone Association, Inc., and Matanuska Kenai, Inc. (succeeded by MTA Communications, Inc.), d/b/a MTA Wireless for approval under Section 252(e) of the Telecommunications Act of 1996; and

- TA259-19 In the matter of the Interconnection Agreement between Matanuska Telephone Association, Inc. and AT&T Wireless (succeeded by Dobson Cellular Systems, Inc.) for approval under Section 252(e) of the Telecommunications Act of 1996.

The attached amendments have been adopted through voluntary negotiation between the parties. The contract language outlines how each carrier will pay for Transit Traffic which is the transport and switching of third party traffic by parties to the agreement. The transit traffic rate is $0.006 per minute of use.

MTA requests the Commission approve the contract amendments with an effective date of September 21, 2007, which is the date of execution for each of the amendments. Questions or comments may be directed to me at 907-761-2486.

Sincerely,

Donald J. Reed
Director of Regulatory Affairs and Carrier Relations

Attachments
FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered as of the 21st day of September, 2007 by Matanuska Telephone Association, Inc. ("MTA") with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645 and Alaska DigiTel, LLC ("AKD") with a place of business at 3127 Commercial Drive, Anchorage, Alaska 99501.

WHEREAS, the Parties entered into an Interconnection and Reciprocal Compensation Agreement ("Agreement") on September 3, 2002, and

WHEREAS, MTA issued notice to AKD on September 20, 2006, indicating its desire to terminate the Agreement and negotiate a replacement agreement; and

WHEREAS, during this interim period, the Parties now desire to amend the Agreement to add a provision for transit traffic.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

(1) For purposes of this Agreement, "Transit Traffic" shall be defined as the intermediate transport and switching of traffic between two parties, one of which is not a party to this Agreement, carried by a Party hereto that neither originates nor terminates such traffic on its network while acting as an intermediary. Transit Traffic shall include mobile-to-land, land-to-mobile, and mobile-to-mobile calls. If Transit Traffic originated by AKD is delivered by MTA for termination to the network of a third party carrier, then AKD shall compensate MTA for such Transit Traffic, including but not limited to paging traffic, at the rate of six mills ($0.006) per minute-of-use, in addition to any third party charges that MTA may be obligated to pay for such calls. Calls will be measured in tenths of a minute. AKD shall not be charged for Transit Traffic originated by a third party carrier that is delivered by MTA for termination to AKD's network.

IN WITNESS WHEREOF, the Parties, acting under due and proper authority, have executed this First Amendment as of the date first written above.

MATANUSKA TELEPHONE ASSOCIATION, INC.

By: 

Name: Greg Berberich

Title: CEO

Date: 10/10/07

ALASKA DIGITEL, LLC

By: 

Name: Jeffrey Roe

Title: Chief Operating Officer

Date: October 3, 2007
FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered as of the 21st day of September, 2007 by Matanuska Telephone Association, Inc. ("MTA") with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645 and MTA Communications, Inc. d/b/a MTA Wireless ("MTAC") with a place of business at 4401 Palmer-Wasilla Highway, Wasilla, Alaska 99654.

WHEREAS, MTA and Matanuska Kenai, Inc. entered into a Interconnection and Reciprocal Compensation Agreement ("Agreement") on January 10, 2003, and

WHEREAS, Matanuska Kenai, Inc. was succeeded by MTAC on about May 1, 2005; and

WHEREAS, MTA issued notice to MTAC on September 20, 2006, indicating its desire to terminate the Agreement and negotiate a replacement agreement; and

WHEREAS, during this interim period, the Parties now desire to amend the Agreement to add a provision for transit traffic.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

(1) For purposes of this Agreement, "Transit Traffic" shall be defined as the intermediate transport and switching of traffic between two parties, one of which is not a party to this Agreement, carried by a Party hereto that neither originates nor terminates such traffic on its network while acting as an intermediary. Transit Traffic shall include mobile-to-land, land-to-mobile, and mobile-to-mobile calls. If Transit Traffic originated by MTAC is delivered by MTA for termination to the network of a third party carrier, then MTAC shall compensate MTA for such Transit Traffic, including but not limited to paging traffic, at the rate of six mills ($0.006) per minute-of-use, in addition to any third party charges that MTA may be obligated to pay for such calls. Calls will be measured in tenths of a minute. MTAC shall not be charged for Transit Traffic originated by a third party carrier that is delivered by MTA for termination to MTAC's network.

IN WITNESS WHEREOF, the Parties, acting under due and proper authority, have executed this First Amendment as of the date first written above.

MATANUSKA TELEPHONE ASSOCIATION, INC.

By: __________________________
Name: Greg Berberich
Title: CEO
Date: 10/3/07

MTA COMMUNICATIONS, INC.

By: __________________________
Name: Carolyn Hanson
Title: General Manager
Date: 10/2/07
FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered as of the 21st day of September, 2007 by Matanuska Telephone Association, Inc. ("MTA") with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645 and Dobson Cellular Systems, Inc. ("Dobson") with a place of business at 14201 Wireless Way, Oklahoma City, OK 73134.

WHEREAS, the MTA and AT&T Wireless Services, Inc. entered into an Interconnection and Reciprocal Compensation Agreement ("Agreement") on April 16, 1999, which AT&T Wireless Services subsequently assigned to Dobson on November 1, 2003; and

WHEREAS, MTA issued notice to Dobson on September 20, 2006, indicating its desire to terminate the Agreement and negotiate a replacement agreement; and

WHEREAS, during this interim period the Parties now desire to amend the Agreement to add a provision for transit traffic.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

(1) For purposes of this Agreement, "Transit Traffic" shall be defined as the intermediate transport and switching of traffic between two parties, one of which is not a party to this Agreement, carried by a Party hereto that neither originates nor terminates such traffic on its network while acting as an intermediary. If Transit Traffic originated by Dobson is delivered by MTA for termination to the network of a third party carrier, then Dobson shall compensate MTA for such Transit Traffic, which includes paging traffic, at the rate of six mills ($0.006) per minute-of-use (rounded up to the next whole minute), in addition to any charge that MTA may be obligated to pay such third party carrier for such calls.

IN WITNESS WHEREOF, the Parties, acting under due and proper authority, have executed this First Amendment as of the date first written above.

MATANUSKA TELEPHONE ASSOCIATION, INC.

By: ____________________________
Name: Greg Berberich
Title: CEO
Date: 9/25/07

DOBSON CELLULAR SYSTEMS, INC.

By: ____________________________
Name: Darrell Helton
Title: Transport Engineer
Date: 9/25/07