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January 10, 2007

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

Re: Application for the Approval of a HICAP Rate Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and United States Cellular Corporation

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and United States Cellular Corporation hereby request approval, pursuant to 47 U.S.C. 252, of this HICAP Rate Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and United States Cellular Corporation.

I have been authorized by United States Cellular Corporation to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

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Sincerely,

/s/ James F. Jermain
James F. Jermain

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
UNITED STATES CELLULAR CORPORATION**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ (only to the extent that the agent for such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in the state of Wisconsin) and United States Cellular Corporation ("Carrier"), is hereby amended as follows:

WHEREAS, this Agreement is being amended pursuant to Section 3.3.2 of the Appendix NIM (Network Interconnection Methods) of the Agreement to establish terms to share the cost of Facilities larger than DS-1 Facilities; and

WHEREAS, this Agreement is being amended pursuant to Section 3.3.2 of the Agreement to adopt a specific "Originating Party Uses Terminating Party's Facilities (DS3 and above)" to be identified as Section 3.1 of the Appendix – Pricing (Cellular/PCS).

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Wisconsin and United States Cellular Corporation hereby agree as follows:

- (1) The Agreement shall be amended pursuant to Section 3.3.2 of the Appendix NIM (Network Interconnection Methods) of the Agreement to add the following Section 3.3.2.1 "Originating Party Uses Terminating Party's Facilities" and 3.3.2.2, as follows:

3.3.3.1 Where WSP has purchased high bandwidth facilities (e.g., DS3 and above) for dedicated wireless local interconnection usage, WSP will make available these facilities, for trunking and Interconnection, to AT&T-Wisconsin. If AT&T-Wisconsin chooses to use such high bandwidth facilities for trunking and Interconnection, WSP will charge AT&T-Wisconsin a proportionate share of the cost of the high bandwidth facilities. WSP shall bill and AT&T-Wisconsin shall pay WSP at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of AT&T-Wisconsin originated traffic over such high bandwidth facilities within a single month and based upon WSP's actual cost of a DS1 on such high bandwidth facilities, not to exceed AT&T-Wisconsin's tariffed rates.

3.3.3.2 The rate as specified in Section 3.1 of Appendix Pricing as added herein is Carrier specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of AT&T-Wisconsin originated traffic shall be based upon actual measurements.

- (2) Section 3 Shared Facility Factor of the Appendix Pricing is hereby modified to add Section 3.1 as follows:

3.1 Originating Party Uses Terminating Parties Facilities (DS3 and above). Usage may be paid on a flat rate of \$22.81 per 200,000 MOUs of Land to Mobile traffic billed by WSP or as an MOU additive of \$.00011403 per MOU billed by WSP.

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T Wisconsin has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the date of that election by AT&T Wisconsin, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes

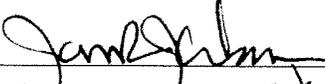
between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (6) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

United States Cellular Corporation

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, by AT&T Operations, Inc., its authorized agent

By: 
Name: Michael Fizzery *James A. Watkins*
(Print or Type)
Title: AVP-Engineering VP
(Print or Type)
Date: 1-3-2007

By: 
Name: Mike Auinbauh
(Print or Type)
Title: AVP-Project & Service Management
Date: 1-3-2007

OCN # 6274

ACNA UCU