



June 21, 2012

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 an Interconnection Agreement negotiated between New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and Northeast Telephone Company n/k/a Northeast Communications of Wisconsin, Inc. d/b/a Nsight Teleservices

Dear Ms. Paske:

This cover letter and amendment are being refiled to correct the subject line above and therefore, correcting the title of docket 5-TI-2169. This is a First Amendment to the original agreement which was docketed as 5-TI-308 and approved on April 13, 2000.

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and Northeast Telephone Company n/k/a Northeast Communications of Wisconsin, Inc. d/b/a Nsight Teleservices**

This is an Amendment (“Amendment”) to the Interconnection Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service (“CMRS”) operating affiliates, d/b/a AT&T Mobility (hereafter “AT&T Mobility”), and Northeast Telephone Company n/k/a Northeast Communications of Wisconsin, Inc. d/b/a Nsight Teleservices, jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the “Agreement”) pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS, AT&T Mobility elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; 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 a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

**AGREEMENT**

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 Terms**

1. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.
2. This amendment shall be effective July 1, 2012.
3. This amendment shall remain effective as long as the Agreement remains effective between the Parties.
4. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Cingular Wireless PCS, LLC,  
and its Commercial Mobile Radio Service  
operating affiliates, d/b/a AT&T Mobility**

By: W. Bernard Skell  
(Name)

Title: Lead Carrier Relations Manager

Date: 5/4/2012

**Northeast Telephone Company n/k/a  
Northeast Communications of  
Wisconsin, Inc. d/b/a Nsight Teleservices**

By: [Signature]  
(Name) Roger L. Hermien

Title: Vice President

Date: 4/4/2012