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Public Service Commission of Wisconsin
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2378 Wilshire Boulevard
Mound, Minnesota 55364

January 8, 2013

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

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

Amendment to Agreement for Local Interconnection }
between Frontier North Inc. and }
United States Cellular Corporation }

Dear Ms. Paske,

Enclosed for filing with the Public Service Commission of Wisconsin (the "Commission") is an amendment to an agreement for local interconnection between Frontier North Inc. (Utility Numbers 2180 and 1340) and United States Cellular Operating Company LLC and USCOC of LaCrosse, LLC (collectively, "US Cellular"). The original interconnection agreement was approved by the Commission in Docket 05-TI-120. Amendment 1 to that agreement was approved by the Commission on August 21, 2002 in Docket 05-TI-677. Amendment 2 to the agreement was approved by the Commission on June 27, 2005 in Docket 05-TI-1301. Frontier North Inc. hereby requests approval of this agreement, pursuant to 47 U.S.C. 252.

I have been authorized by US Cellular to submit this filing to the Commission for approval in recognition of the Commission's jurisdiction in this matter. An electronic copy of this filing will be transmitted to Mr. Ken Barth of the Commission.

I hereby certify that a copy of this filing has been served on:

United States Cellular Corporation
Darrell Townsley
8410 West Bryn Mawr
Chicago, IL 60631
by U.S. mail on this date, January 8, 2013

If you have questions relating to this matter, I can be contacted at (952) 491-5534, or at scott.bohler@ftr.com.

Very truly yours,

/s/ Scott Bohler

Scott Bohler

cc: Ken Barth – Public Service Commission of Wisconsin - electronic

AMENDMENT NO. 3

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

Frontier North Inc
f/k/a Verizon North Inc f/k/a GTE North Inc

AND

United States Cellular Operating Company LLC and USCOC of LaCrosse, LLC

This Amendment No. 3 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier North, Inc ("Frontier"), a Wisconsin corporation, with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and United States Cellular Operating Company LLC and USCOC of LaCrosse, LLC ("US Cellular"), with offices at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, IL 60631. Frontier and US Cellular may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier North, Inc for the State of Wisconsin (the "State").

WITNESSETH:

WHEREAS, Frontier and US Cellular are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 29, 1998 (the "Agreement"); and

WHEREAS, as a result of a corporate re-organization United States Operating Company of Wisconsin RSA #6 Inc., RSA #8 LP, Wausau Cellular Tel. Co., LP and LaCrosse Cellular Telephone Co, Inc., no longer exist; and

WHEREAS, the Parties wish to amend the agreement to remove "United States Operating Company of Wisconsin RSA #6 Inc., RSA #8 LP, Wausau Cellular Tel. Co., LP and LaCrosse Cellular Telephone Co, Inc." and replace them with "United States Operating Company LLC and USCOC of LaCrosse, LLC" in order to substitute the appropriate legal entities that will be bound by the terms and conditions of the Agreement and any subsequent amendments; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").

2. This amendment removes the names "United States Operating Company of Wisconsin RSA #6 Inc., RSA #8 LP, Wausau Cellular Tel. Co., LP, and LaCrosse Cellular Telephone Co, Inc."and replaces them with the names "United States Operating

Company LLC and USCOC of LaCrosse, LLC" wherever such names appear in the Agreement and any subsequent amendments to the Agreement.

3. **Miscellaneous Provisions**

3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

3.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.

3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

3.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

3.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

4. IntraMTA Traffic. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero

subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

5. Notices

5.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications
Attn: Director– Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

Frontier Communications
Attn: Legal Department – Interconnection
3 High Ridge Park
Stamford, CT 06905

For United States Cellular:
Mike Dienhart
Senior Director, National Network Planning
United States Cellular Corporation
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Phone: (773)399-7070
Fax: (773)399-4832
Email: Mike.Dienhart@uscellular.com

With a copy to:
Stephen P. Fitzell
c/o Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Phone: (312) 853-7379
Fax: (312) 853-7036
Email: sfitzell@sidley. com

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

United States Cellular Operating Company LLC and USCOC of LaCrosse, LLC	Frontier North Inc
By:	By:
Printed: David Fiala	Printed: Stephen Levan
Title: Director, Telco Billing, Contracts & Number Management	Title: SVP, Carrier Sales and Service
Date: 12/7/2012	Date: 12.17.12.