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Public Service Commission of Wisconsin  
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January 11, 2013

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

Re: Amendment to Interconnection Agreement between Northeast Telephone Company and United States Cellular Corporation

Dear Ms. Paske:

Northeast Telephone Company and United States Cellular Corporation hereby request approval, pursuant to 47 U.S.C. 252, of this Amendment to Interconnection Agreement negotiated between Northeast Telephone Company 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 amendment.

Darrell Townsley  
United States Cellular Corporation  
Senior Contract Administrator  
8410 Bryn Mawr  
Chicago, IL 60631  
Phone: 773-399-8911  
E-mail: [darrell.townsley@uscellular.com](mailto:darrell.townsley@uscellular.com)

Sincerely,

Larry L. Lueck

Enclosure



November 15, 2012

**Via U.S. First Class Mail**

Roger Hermsen, Vice-President  
Northeast Telephone Company, LLC  
122 S St. Augustine St.  
Pulaski, WI 54162

Dear Mr. Hermsen:

Enclosed please find a fully executed amendment to the interconnection agreement between United States Cellular Corporation and Northeast Telephone Company, LLC, implementing the Federal Communications Commission's recently adopted default bill-and-keep rule for Non-Access Telecommunications Traffic exchanged between Local Exchange Carriers ("LECs") and Commercial Mobile Radio Service ("CMRS") providers.

Please ensure that the amendment is filed for approval with the Public Service Commission of Wisconsin ("PSC-WI"). Also, please kindly send me via electronic mail ([darrell.townsley@uscellular.com](mailto:darrell.townsley@uscellular.com)) confirmation of the filing date, the docket number assigned to the filing, and the PSC-WI approval date of the amendment.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Darrell Townsley".

Darrell Townsley  
Senior Contract Administrator  
National Network Planning

Enclosure

**Amendment 1 to the Interconnection Agreement  
Between  
United States Cellular Corporation  
And  
Northeast Telephone Company, LLC**

This Amendment to the Interconnection Agreement (“Agreement”) is made and entered into by and between Northeast Telephone Company, LLC, formerly known as Northeast Telephone Company (“LEC”) with offices at 122 S St. Augustine St, Pulaski, WI 54162, and United States Cellular Corporation (“U.S. Cellular”), a Wireless Services Provider (“WSP”), with offices at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631 (collectively “the Parties”).

**RECITALS**

WHEREAS, the Federal Communications Commission (“FCC”) released on November 18, 2011 a “Report and Order and Further Notice of Proposed Rulemaking” in *Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Inter-carrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, GN Docket No. 09-51, CC Docket Nos. 01-92, 96-45, WT Docket No. 10- 208, FCC 11-161 (“*USF/ICC Transformation Order*”), as modified by Order on Reconsideration (rel. Dec. 23, 2011) (“*USF/ICC Transformation Order on Reconsideration*”) (collectively referred to as the “*ICC Transformation Orders*”); and

WHEREAS, by its *ICC Transformation Orders*, the FCC ruled that the default intercarrier compensation methodology for all non-access traffic exchanged between Local Exchange Carriers (“LECs”) and Commercial Mobile Radio Service (“CMRS”) providers is the “bill-and-keep” compensation methodology, effective July 1, 2012; and

WHEREAS, the Parties wish to amend the Agreement to reflect the FCC’s rulings in its *ICC Transformation Orders*; and

WHEREAS, United State Cellular Corporation and Northeast Telephone Company entered into an Interconnection Agreement For a Wireless System Under Sections 251 and 252 of the Communications Act of 1934 as Amended effective March 1, 2000; and

WHEREAS, effective December 31, 2003, “Northeast Telephone Company” underwent a corporate reorganization and changed its name to “Northeast Telephone Company, LLC” and LEC provided notice of same to the Wisconsin Public Service Commission in LEC’s 2003 annual report to the WPSC; and

WHEREAS, the Parties wish to use this amendment to additionally reflect the current legal name of LEC in both the Agreement and in this Amendment;

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement, and any Amendments to the Agreement, related to intercarrier compensation for all non-access traffic exchanged between the Parties is subject to the bill-and-keep compensation methodology are conformed so as to be consistent with applicable federal law and to reflect the name change of LEC to Northeast Telephone Company, LLC:

1. The Agreement is amended to change the name "Northeast Telephone Company" to Northeast Telephone Company, LLC." at every location in the Agreement where the former name appears.

2. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, "bill-and-keep" is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services.

3. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, "Non-Access Telecommunications Traffic" is defined by 47 C.F.R. 51.701.

4. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, effective July 1, 2012, all non-access traffic, including intraMTA traffic that prior to July 1, 2012 had been subject to reciprocal compensation obligations pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended, and 47 C.F.R. 20.11, will be exchanged between the Parties on a "bill-and-keep" basis.

5. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "Interpretation and Construction," "change of law," "intervening law," "successor rates," "amendment," "notice" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

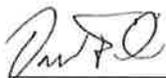
6. This Amendment will be deemed effective July 1, 2012.

7. The Agreement as amended (including the documents referred to herein) constitute the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

8. 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.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

United States Cellular Corporation



Authorized Signature

David Fiala

Name Printed/Typed

Director, Telco Billing, Contracts &

Number Management

Title

11/15/2012

Date

Northeast Telephone Company, LLC



Authorized Signature

Roger Hermsen

Name Printed/Typed

Vice-President

Title

11-2-2012

Date