THEIS COMMUNICATIONS CONSULTING, LLC

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June 11, 2013

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of Amendment #1 to the Interconnection Agreement for a Wireless System ("Agreement") Between Lakefield Telephone Company and United States Cellular Corporation ("US Cellular").

Dear Ms. Paske:

I am filing this letter, and signed Amendment #1 electronically on behalf of Lakefield Telephone Company ("Lakefield").

Lakefield hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection Agreement for a Wireless System between Lakefield and US Cellular. Lakefield has been authorized by US Cellular to submit this Amendment #1 to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on US Cellular via U. S. mail at the following address:

Mike Dienhart-Senior Director Network Eng.
U.S. Cellular Corporation Ste 700
8410 W. Bryn Mawr
Chicago, IL 60631-3486

If there are any questions regarding the filing of this Amendment #1 please contact me at 608-829-0271.

Sincerely,

Michael L Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Mike Dienhart – United States Cellular Corporation
CC: Phil Nass – Lakefield Telephone Company

AMENDMENT #1 TO THE INTERCONNECTION AGREEMENT
FOR A WIRELESS SYSTEM
Under Sections 251 and 252 of the Communications Act of 1934, as Amended

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This Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Communications Act of 1934, as amended, Amendment #1 ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Lakefield Telephone Company ("Lakefield") with its principal office at 7520 English Lake Road, Manitowoc, Wisconsin 54220-9524 and the United States Cellular Corporation on behalf of its subsidiaries and affiliates, ("USCC"), a Delaware Corporation, with its principal office at 8410 West Bryn Mawr Avenue, Chicago, IL 60631-3418. Lakefield and USCC are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement, pursuant to 47 U.S.C. 251/252 dated February 1, 1999, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket Nos. 05-TI-305 on April 11, 2000 ("Agreement"); and

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 Intercarrier 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 revised its rules consistent with its rulings in the ICC Transformation Orders; and

WHEREAS, by its *ICC Transformation Orders*, the FCC ruled that the default intercarrier compensation methodology for all Non-Access Telecommunications 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, by its *ICC Transformation Orders*, the FCC adopted an interim rule that limits the responsibility for transport costs applicable to Non-Access Telecommunications Traffic exchanged between CMRS providers and rural, rate-of-return Incumbent LECs ("ILECs") to a meet point within the ILEC serving area; 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 reflect the FCC's rulings in its *ICC Transformation Orders,* and the FCC's rules revised thereby, to provide for such arrangements for the exchange of all Non-Access Telecommunications Traffic between them, to become effective July 1, 2012;

AMENDMENT #1

NOW THEREFORE, in consideration of the foregoing, and the promises and the mutual terms, covenants and conditions set forth in the Agreement and contained 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 and transport for all Non-Access Telecommunications 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, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, including any amendments or appendices to the Agreement, "bill-and-keep" is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging Non-Access Telecommunications Traffic do not charge each other for specific Transport and/or Termination functions or services.

2. Notwithstanding anything to the contrary in the Agreement, including any amendments and appendices to the Agreement, "Non-Access Telecommunications Traffic" is defined by 47 C.F.R. 51.701(b)(2).

3. Notwithstanding anything to the contrary in the Agreement, including any amendments and appendices to the Agreement, effective July 1, 2012, all Non-Access Telecommunications Traffic will be exchanged between the Parties on a "bill-and-keep" basis.

4. Notwithstanding anything to the contrary in the Agreement, including any amendments and appendices to the Agreement, effective July 1, 2012, as provided in section 51.709(c) of the FCC's rules, 47 C.F.R. § 51.709(c), for Non-Access Telecommunications Traffic exchanged between USCC and Lakefield, which is a rate-of-return regulated rural telephone company as defined in section 51.5 of the FCC's rules, 47 C.F.R. § 51.5, Lakefield will be responsible for Transport to USCC's POI when it is located within Lakefield's service area. When USCC's POI is located outside Lakefield's service area, Lakefield's Transport and provisioning obligation for Non-Access Telecommunications Traffic stops at its meet point within the Lakefield serving area and USCC is responsible for the remaining Transport, including third-party charges for Transiting Traffic, to its POI.

6. Attachment I of the Agreement shall be removed and replaced with the attached Attachment I.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

Lakefield Telephone Company

By: Philip Nass

Date 5/16/13

Printed: Philip Nass

Title: General Manager

United States Cellular Corporation

By: [signature]

Date: 5/8/2013

Printed: David Fiala

Title: Director, Telco Billing, Contracts & Number Management

Attachment I

Reciprocal Rates and Charges for Transportation and Termination of Traffic

Transport and Termination of All Local Traffic

Combined Transport and Termination Rate (per terminating minute of use) $0.00 (bill-and-keep)

This rate is reciporcal and symmetrical for Local Traffic exchanged between Lakefield and USCC and applies for all Local Traffic MOUs exchanged at any point of interconnection ("POI"), regardless of whether the POI is an access tandem or end office.

Surrogate Billing Factor

In the event that verifiable records of actual usage originated and terminated on their respective networks are not available, the following percentage local usage factor shall apply:

100%

Further, in the event that verifiable records of actual usage originated and terminated on their respective networks are not available, then USCC will bill Lakefield 28.2% of the amount billed by Lakefield to USCC. The 28.2% is based on an assumption that 22% of the total traffic exchanged is land-to-mobile and 78% of the total traffic exchanged is mobile-to-land.