



July 1, 2011

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

RE: Request to Approve 1st Amendment to the Interconnection Agreement Between TDS TELECOM and MCC Telephony of the Midwest, LLC, Pursuant to 47 U.S.C. Section 252(e)

TDS TELECOM hereby requests approval pursuant to 47 U.S.C. s. 252, of the 1st amendment to the interconnection agreement with MCC Telephony of the Midwest, LLC (MCC), dated April 27, 2011. The amendment adds Attachment A to the original Agreement for points of interconnection. The original interconnection agreement between TDS TELECOM and MCC was approved by the Commission on June 16, 2010 in Docket 5-TI-2038.

I have been authorized by MCC, to submit this amendment for Commission approval, pursuant to 47 U.S.C. s. 252(e).

I hereby certify that a copy of this filing has been served by mail on July 1, 2011 on:

Denise N. Smith
Counsel to MCC Telephony of the Midwest, LLC
Kelley Drye & Warren LLP
Washington Harbor, Suite 400
3050 K Street, NW
Washington, D.C. 20007-5108

If you have any questions in regard to this agreement, please contact Jeni White of TDS TELECOM at 865-671-4522 or Denise Smith at 202-342-8400.

Respectfully Submitted,

/s/ Jean M. Pauk

Jean M. Pauk
Manager, External Relations

Attachment

cc: Jeni White – TDS TELECOM
Denise Smith – Kelley Drye & Warren LLP
Ken Barth - PSCW

Amendment No. 1 to Interconnection Agreement

This Amendment No. 1 to the Interconnection Agreement dated April 15, 2010, by and between TDS Telecommunications Corporation as agent for the Wisconsin operating companies listed in Appendix A (collectively "TDS TELECOM") and MCC Telephony of the Midwest, LLC ("MCC") each referred to as a "Party" and collectively the "Parties," is entered into this 27th day of April, 2011.

WHEREAS, the Parties entered in the Agreement by and between TDS TELECOM and MCC on or about April 15, 2010 ("Agreement"); and

WHEREAS, as provided herein, the Parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree as follows:

1. Point(s) of Interconnection. Pursuant to Section 2.3 of Appendix Network Interconnection Methods ("NIM"), Attachment A is added, as attached, to reflect the agreed upon Points of Interconnection ("POI").
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision 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. 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.
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 provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment.
6. All of the other provisions of the Agreement shall remain in full force and effect.
7. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

8. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Wisconsin Public Service Commission and shall become effective upon the last date of signature (the "Amendment Effective Date").

By MCC Telephony of the Midwest, LLC

By TDS Telecommunications Corporation,
agent


Signature _____ Date 4/25/11


Signature _____ Date 5/9/11

Daniel P. Templin
Printed Name

Katherine S. Barnekow
Printed Name

Group VP Strategic Marketing
and Product Development
Position/Title

Director - Carrier Relations
Position/Title

The Parties agree initially to interconnect on an indirect basis pursuant to Section 3.3.1 of this Appendix. At such time as the traffic thresholds described in Section 3.3.2 are met or the Parties otherwise determine to implement direct interconnection, the mutually agreed upon Point(s) of Interconnection between MCC and TDS Telecom for the exchange of traffic will be as described below.

Exchange(s)	POI- Description	POI- CLLI	Location	Vertical/ Horizontal Coordinates
Bagley, WI Beetown, WI Bloomington, WI Cassville, WI Dickeyville, WI Fennimore, WI Lancaster, WI Mt. Hope, WI Potosi, WI Woodman, WI	Lancaster Host Office	LNCSWIXADS1	132 N MONROE ST	V=06025 H= 03964
Albany, WI Blanchardville, WI Browntown, WI Juda, WI Monroe, WI Monticello, WI South Wayne, WI Woodford, WI	Monroe Host Office	MONRWIXA61T	827 16TH AVE	V=05995 H= 03784