



2378 Wilshire Boulevard  
Mound, Minnesota 55364

September 13, 2012

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 an Agreement for Local Interconnection between }  
Frontier Communications of Wisconsin, LLC. and }  
New-Cell, Inc. }

Dear Ms. Paske,

Enclosed for filing with the Public Service Commission of Wisconsin (the “Commission”) is a copy of an executed amendment to an agreement for local interconnection between Frontier Communications of Wisconsin, LLC. (“Frontier”, Utility Number 6050) and New-Cell, Inc. (“New-Cell”). The original agreement for local interconnection was approved by the Commission in Docket 5-TI-1652 on January 30, 2007. Frontier hereby requests approval of this amendment, pursuant to 47 U.S.C. 252.

I have been authorized by New-Cell 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:

Mike Watermolen  
New-Cell, Inc.  
PO Box 19079  
450 Security Blvd  
Green Bay, WI 54307-9079  
U.S. mail on this date, September 13, 2012

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. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**FRONTIER COMMUNICATIONS OF WISCONSIN LLC**  
**AND**  
**NEW-CELL, INC. d/b/a CELLCOM**

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of Wisconsin LLC ("Frontier"), a Wisconsin limited liability company with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and New-Cell Inc. d/b/a CellCom ("CellCom"), a Wisconsin corporation with offices at 450 Security Blvd., Green Bay, Wisconsin 54307-9079. Frontier and Cellcom 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 Communications of Wisconsin LLC (the "State").

**WITNESSETH:**

**WHEREAS**, Frontier and Cellcom are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated December 11, 2006 (the "Agreement"); 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. **Miscellaneous Provisions**
  - 2.1 **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.**
  - 2.2 **Capitalization.** Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

- 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 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.

3. 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*.

#### 4. Notices

- 4.1 All notices required under the Agreement 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.

On behalf of Frontier:

Frontier Communications  
Attn: Roderick Cameron  
Director, Business Operations – Carrier Services  
180 S. Clinton Ave  
Rochester, NY, 14646  
Telephone: 585-777-5131  
Email: [Roderick.cameron@ftr.com](mailto:Roderick.cameron@ftr.com)

With Copy to:

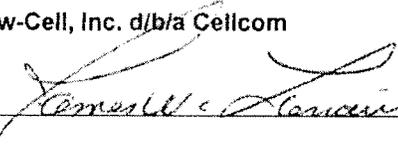
Frontier Communications  
Attn: Associate General Counsel  
180 S. Clinton Ave  
Rochester, NY 14646

On behalf of Cellcom:

New-Cell, Inc. d/b/a Cellcom  
Attn: Jim Lienau  
VP, Corporate Technical Services  
450 Security Blvd.  
Green Bay, WI 54307-9079  
Telephone: 920-617-7101  
Email: [jim.lienau@cellcom.com](mailto:jim.lienau@cellcom.com)

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

New-Cell, Inc. d/b/a Cellcom

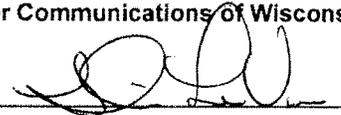
By: 

Printed: Jim Lienau

Title: VP, Corporate Technical Services

Date: 7/31/12

Frontier Communications of Wisconsin LLC

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 9-12-12