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Public Service Commission of Wisconsin
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CenturyLink™

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February 8, 2013

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

RE: ICC Bill-and-Keep Amendment to the Interconnection Agreement between CenturyTel of Wisconsin, Inc.; CenturyTel of Southern Wisconsin; CenturyTel of Fairwater-Brandon-Alto, Inc..; CenturyTel of Forestville, Inc.; CenturyTel of Larsen-Readfield, Inc.; CenturyTel of Monroe County, Inc.; CenturyTel of Northwest Wisconsin, Inc.; CenturyTel of Northern Wisconsin, Inc.; CenturyTel of Midwest-Wisconsin, Inc.; CenturyTel of Midwest-Kendall, Inc. CenturyTel of Central Wisconsin, Inc. and Telephone USA of Wisconsin, LLC, each doing business as CenturyLink, and United States Cellular Corporation
Docket No. 5-TI-2336

Dear Ms. Paske:

Enclosed is a corrected ICC Bill-and-Keep Amendment to the Interconnection Agreement between the parties. The Amendment was corrected to include two CenturyLink entities which were inadvertently omitted in the Amendment previously filed. This corrected Amendment to the Interconnection Agreement supercedes the amendment filed on January 16, 2013.

Please contact me at (303) 992-5792 with any questions relating to this filing.

Sincerely,

Marjorie Herlth

Marjorie Herlth
Regulatory Paralegal

Enclosure
cc: U.S. Cellular

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ICC Bill-and-Keep Amendment

to the

Commercial Mobile Radio Services
Interconnection and Reciprocal Compensation Agreement

between

United States Cellular Corporation

and

CenturyTel of Wisconsin, Inc. d/b/a CenturyLink
CenturyTel of Southern Wisconsin d/b/a CenturyLink
CenturyTel of Fairwater-Brandon-Alto, Inc. d/ba CenturyLink
CenturyTel of Forestville, Inc. d/ba CenturyLink
CenturyTel of Larsen-Readfield, Inc. d/ba CenturyLink
CenturyTel of Monroe County, Inc. d/ba CenturyLink
CenturyTel of Northwest Wisconsin, Inc. d/ba CenturyLink
CenturyTel of Northern Wisconsin, Inc. d/ba CenturyLink
CenturyTel of Midwest-Wisconsin, Inc. d/ba CenturyLink
CenturyTel of Midwest-Kendall, Inc. d/ba CenturyLink
CenturyTel of Central Wisconsin, Inc. d/b/a CenturyLink
Telephone USA of Wisconsin, LLC d/b/a CenturyLink

This Amendment ("Amendment") is to the CMRS Interconnection and Reciprocal Compensation Agreement ("Agreement") between CenturyTel of Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Southern Wisconsin d/b/a CenturyLink, CenturyTel of Fairwater-Brandon-Alto, Inc. d/b/a CenturyLink, CenturyTel of Forestville, Inc. d/b/a CenturyLink, CenturyTel of Larsen-Readfield, Inc. d/b/a CenturyLink, CenturyTel of Monroe County, Inc. d/b/a CenturyLink, CenturyTel of Northern Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Midwest-Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Midwest-Kendall, Inc. d/b/a CenturyLink, CenturyTel of Central Wisconsin, Inc. d/b/a CenturyLInk, Telephone USA of Wisconsin, LLC d/b/a CenturyLink, and United States Cellular Corporation, (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection and Reciprocal Compensation Agreement for service in the State of Wisconsin; and

WHEREAS, CenturyTel of Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Southern Wisconsin d/b/a CenturyLink, CenturyTel of Fairwater-Brandon-Alto, Inc. d/b/a CenturyLink, CenturyTel of Forestville, Inc. d/b/a CenturyLink, CenturyTel of Larsen-Readfield, inc. d/b/a CenturyLink, CenturyTel of Monroe County, Inc. d/b/a CenturyLink, CenturyTel of Northern Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Midwest-Wisconsin, Inc. d/b/a CenturyLink, CenturyTel of Midwest-Kendall, Inc. d/b/a CenturyLink (all entities referred to herein as "CenturyLink") are the successors in interest to the CenturyTel of Wisconsin, Inc., CenturyTel of Southern Wisconsin, CenturyTel of Fairwater-Brandon-Alto, Inc., CenturyTel of Forestville, Inc., CenturyTel of Larsen-Readfield, Inc., CenturyTel of Monroe County, Inc., CenturyTel of Northern Wisconsin, Inc., CenturyTel of Midwest-Wisconsin, Inc., CenturyTel of Midwest-Kendall, Inc., CenturyTel of Central Wisconsin, Inc. d/b/a CenturyLInk, Telephone USA of Wisconsin, LLC d/b/a CenturyLink,; and

WHEREAS, the Parties wish to amend the Agreement to reflect the appropriate legal entities that will be bound by the terms and conditions of the Agreement and any subsequent amendments to the Agreement; and

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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

WHEREAS, CMRS has requested to amend the Agreement based on the change-in-law reflected in the FCC's *ICC Transformation Orders* and the FCC's rules that were revised as a result of the *ICC Transformation Orders*; and

WHEREAS, the Parties agree to amend the Interconnection Agreement based on the FCC Order with the terms and conditions contained herein revised as a result of the *ICC Transformation Orders*.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment, Attachment 1, and Table 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, CMRS has elected to modify existing contract terms in order to implement the applicable provisions of the FCC's *ICC Transformation Orders* and the FCC rules revised pursuant thereto.

Effective Date

On April 12, 2012, CMRS requested to negotiate changes to its Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement shall remain in full force and effect. Except as provided in the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement and its Amendments, CenturyLink and CMRS have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

United States Cellular Corporation	CenturyLink
DocuSigned by: David Fiala	05E9FC68BD57454... L T Christensen
Signature 972EB7ACE89D81458...	Signature DocuSigned By: L T Christensen
David Fiala	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Director – Telco Billing, Contract & Number Management	Director – Wholesale Contracts
Title	Title
1/31/2013	2/1/2013
Date	Date

Attachment 1

Notwithstanding anything set forth in the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as described in the FCC's *ICC Transformation Orders* and the FCC rules revised pursuant thereto.

1. General

   1.1. "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. Bill-and-Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.

   1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by CMRS' end use customers. For purposes of this Amendment and the CMRS Interconnection Agreement, the term Non-Access Telecommunications Traffic shall include wireless traffic that is originated by the end user customers of CMRS' wireless roaming partners.

   1.3. All other terms not otherwise defined in this Amendment are as defined in the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement.

2. Intercarrier Compensation.

   2.1 Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges for end office switching or call termination, tandem switching, and common transport or tandem transmission listed in the Agreement.

   2.2 Notwithstanding anything in this Amendment or in the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement to the contrary, Bill-and-Keep shall not apply to the right of CenturyLink to be compensated for transit traffic that transits a CenturyLink Tandem. Such transit traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a transit service.

3. CMRS agrees that it will only route traffic from its own wireless end user customers (including wireless traffic of end user customers of CMRS's wireless roaming partners) to CenturyLink for termination to CenturyLink end user customers or as transit traffic destined for a third party. In the event CMRS routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate or interstate access traffic, as appropriate.

4. The Parties understand and agree that, based on existing traffic patterns, no additional points of interconnection are required, but the Parties will work together in good faith to add additional points of interconnection if traffic patterns between the Parties change significantly from those existing as of the date of this Amendment.

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5. Tandem Management.

5.1 When transit traffic originated by a third party (i.e., Transit Traffic not originated by CenturyLink or a CenturyLink affiliate or subsidiary) is routed through a CenturyLink Tandem to CMRS , and the third party is not legally obligated to compensate CenturyLink for the transit service provided in transporting the traffic to CMRS as a result of paragraph 999 of the FCC Order, then CMRS, upon notice from CenturyLink (which notice will be given within a reasonable time after CenturyLink receives notice from any such third party) will either:

5.1.1 Establish direct interconnection with such third party; or

5.1.2 Pay the Transit charges for such traffic.

5.2 In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, to the extent that the originating company is obligated to pay such charges to the terminating company, including any termination charges related to such traffic and any attorneys fees and expenses.

6. Reservation of Rights. Effective July 1, 2012, reciprocal compensation will be Bill-and-Keep, but notwithstanding anything in this Amendment or in the Commercial Mobile Radio Services Interconnection and Reciprocal Compensation Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, such Bill-and-Keep arrangement shall be in all respects subject to the provisions of any future stay, revision, reconsideration, change or modification of the Order by the FCC or a court of competent jurisdiction.

7. While the Parties expressly agree to the terms and provisions of this Amendment, the Parties disagree regarding certain interconnection obligations and each Party reserves its legal rights regarding interconnection obligations, and neither Party waives any such rights in future negotiations or arbitrations.

TABLE 1

WIRELESS PRICING	CenturyTel of Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008712**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008712**	**NA**

WIRELESS PRICING	CenturyTel of Southern-Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009120**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009120**	**NA**

WIRELESS PRICING	CenturyTel of Fairwater-Brandon-Alto, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009119**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009119**	**NA**

WIRELESS PRICING	CenturyTel of Central Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008712**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008712**	**NA**

WIRELESS PRICING	CenturyTel of Forestville, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009203**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009203**	**NA**

WIRELESS PRICING	CenturyTel of Larsen-Readfield, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009120**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009120**	**NA**

WIRELESS PRICING	CenturyTel of Monroe County, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008543**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008543**	**NA**

WIRELESS PRICING	CenturyTel of Northwest Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009000**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009000**	**NA**

WIRELESS PRICING	CenturyTel of Northern Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.009033**	**NA**
Third Party Originated Transit - Per Minute of Use	**.009033**	**NA**

WIRELESS PRICING	CenturyTel of the Midwest-Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008543**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008543**	**NA**

WIRELESS PRICING	CenturyTel of the Midwest-Kendall, Inc.	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008543**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008543**	**NA**

WIRELESS PRICING	Telephone USA of Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	**Bill-and-Keep**	**NA**
TRANSIT COMPENSATION		
Transit - Per Minute of Use	**.008712**	**NA**
Third Party Originated Transit - Per Minute of Use	**.008712**	**NA**