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Public Service Commission of Wisconsin
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February 11, 2013

VIA ELECTRONIC REGULATORY FILING SYSTEM

Sandra J. Paske, Secretary
Public Service Commission of Wisconsin
610 North Whitney Way, Suite 200
Madison, WI 53707

Re: Application for the Approval of Amendment 1 to the Interconnection Agreement Between United States Cellular Corporation and Vernon Telephone Cooperative, Inc.
Our file: 11000.53151

Dear Ms. Paske:

Vernon Telephone Cooperative, Inc. ("VTC") hereby requests approval, pursuant to 47 U.S.C. § 252, of the enclosed Amendment 1 to the Interconnection Agreement between United States Cellular Corporation ("USCC") and VTC.

I have been authorized by USCC to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Amendment 1 to the Interconnection Agreement.

I hereby certify that a copy of this filing has been served on USCC, Darrell Townsley, 8410 West Bryn Mawr Avenue, Chicago, IL 60631 by United States mail, postage prepaid, on February 11, 2013.

Sincerely,

AXLEY BRYNELSON, LLP

Judd A. Genda
JAG/mgt
Enclosure

- cc: Mr. Darrell Townsley (w/enc. via US mail)
- Mr. Dennis Ricca (w/enc. via electronic mail)
- Mr. Ken Barth (w/enc. via electronic mail)
- Mr. Rod Olson
- Mr. Daniel T. Hardy

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**Amendment 1
to the Interconnection Agreement
Between
United States Cellular Corporation
And
Vernon Telephone Cooperative, Inc.**

This Amendment (“Amendment”) to the Interconnection Agreement effective September 1, 2008 (“Agreement”), is made and entered into by and between Vernon Telephone Cooperative, Inc. (“LEC”), with offices at 103 North Main Street, Westby, Wisconsin 54667, and United States Cellular Corporation for itself and its wireless affiliates, collectively, a Wireless Services Provider (“WSP”), with offices at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631 (“U.S. Cellular”) (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 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, 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 after July 1, 2012, is the “bill-and-keep” compensation methodology; and

WHEREAS, the Parties are in accordance with law agreeing to amend the Agreement to reflect the FCC’s rulings in its *ICC Transformation Orders*;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in this Amendment, the Parties agree as follows:

1. 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.

2. 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(b)(2).

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

4. Section 3.3 of the Agreement is hereby deleted and replaced with the following:

“Indirect Interconnection. Upon mutual Agreement, the Parties may elect to deliver Subject Traffic to one another by way of a third party provider’s Tandem Switch. In such event, the Parties agree to amend this Agreement to allocate the cost of transport for the delivery of Non-Access Telecommunications Traffic in accordance with 47 C.F.R. 51.709(c).”

5. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “Interpretation and Construction,” “change of law,” “intervening law,” “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. Notwithstanding the foregoing, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement are remanded, the Parties agree to comply with all requirements of the applicable decision, order or determination which compliance efforts shall include the Parties working in good faith to amend the Agreement to incorporate all requirements of any such decision, order or determination. In the event the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement are rescinded or vacated *ab initio* by a court of competent jurisdiction, the Parties agree this Amendment shall be suspended and of no effect from the date that such decision, order or determination becomes effective until such time that such decision, order or determination may itself be reversed,

rescinded or vacated, and during such time the decision, order or determination is effective, the Parties' Agreement shall revert automatically to its prior terms. In the event a stay of the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement is issued pending judicial review, the terms of this Amendment will be suspended and of no effect during the time such stay is effective. During such time the parties will be subject to the terms of their prior Agreement unaffected by this Amendment.

9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.

10. 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

Vernon Telephone Cooperative, Inc.



Authorized Signature



Authorized Signature

David Fiala

Name Printed/Typed

Rodney D. Olson

Name Printed/Typed

Director, Telco Billing, Contracts &
Number Management

Title

CEO

Title

1/10/2013

Date

1/31/2013

Date