PSC REF#:183904

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Public Service Commission of Wisconsin
RECEIVED: 04/24/13, 2:45:26 PM

April 23, 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 and Reciprocal Compensation Agreement ("Agreement") Between Tech Com, Inc and United States Cellular Corporation ("US Cellular").

Dear Ms. Paske:

I am filing this letter, and signed Amendment #1 electronically on behalf of Tech Com, Inc ("Tech Com").

Tech Com hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection and Reciprocal Compensation Agreement between Tech Com and US Cellular. Tech Com 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 President
Theis Communications Consulting, LLC.

CC: Mike Dienhart – United States Cellular Corporation
CC: Brad Welp – Tech Com, Inc

AMENDMENT #1 TO THE INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement Amendment #1 ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Richland-Grant Telephone Cooperative, Inc. ("Richland-Grant") and Tech Com, Inc. ("Tech Com"), (collectively "RGTC"), both are Wisconsin corporations with their principal office at 202 North East Street, PO Box 67, Blue River, Wisconsin 53518 and the United States Cellular Corporation ("USCC"), with offices at 8410 West Bryn Mawr Avenue, Chicago, IL 60631. RGTC 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 July 1, 2007, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-1710 on September 20, 2007 ("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. By signing this Amendment #1 below both Parties agree to the following:

A. Section 3.4 shall be replaced as follows:

> 3.4 The Parties agree that all Telecommunications Traffic that is (a) originated by a USCC end user and terminates to a RGTC end user, or (b) originated by a RGTC end user and terminates to a USCC end user shall be exchanged via the facilities described in Section 4.0 and Appendix A of this Agreement.

B. Section 4.2.2 shall be replaced as follows:

> 4.2.2 The Type 2A Interconnection as described in this Section, shall be used by RGTC to deliver Telecommunications Traffic that is originated by a RGTC end

user and terminates to a USCC end user and third party Transiting Traffic from networks that are subtended at the Blue River Tandem as identified in Appendix C.

C. Sections 4.4 and 5.5 shall be amended by deleting the last sentence in each: "The Parties agree the originating Party shall pay the transit(ing) fees."

D. Section 15.9 shall be replaced as follows:

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Mike Dienhart
Senior Director-Network Engineering
United States Cellular Corporation
8410 West Bryn Mawr Ste. 700
Chicago, IL 60631-3486

With a copy to:
Stephen P. Fitzell, Esquire
C/o Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

To: Brad W. Welp, General Manager
Richland-Grant Telephone
Cooperative, Inc.
202 North East Street
P.O. Box 67
Blue River, WI 53518
Phone: 608-537-2461
Fax: 608-537-2222

Assistant Manager
Richland-Grant Telephone
Cooperative, Inc.
202 North East Street
P.O. Box 67
Blue River, WI 53518
Phone: 608-537-2461
Fax: 608-537-2222

With a copy to:
Michael L. Theis
Theis Communications Consulting, LLC.
7633 Ganser Way Suite 202
Madison, WI 53719
Phone: 608-829-0271
Fax: 608-829-1754

Billing Notices:

To: United States Cellular Corporation
Attn: Telco Billing
PO Box 31790
Chicago, IL 60631-0790

To: Brad W. Welp, General Manager
Richland-Grant Telephone
Cooperative, Inc.
202 North East Street
P.O. Box 67
Blue River, WI 53518
Phone: 608-537-2461
Fax: 608-537-2222

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

E. Appendix B and C of the Agreement shall be removed and replaced with the attached Appendix B and C.

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

Richland-Grant Telephone Cooperative, Inc.

By: Bradley W Welp

Date 4/22/13

Printed: Bradley W. Welp

Title: General Manager

Tech Com, Inc.

By: Bradley W Welp

Date: 4/22/13

Printed: Bradley W. Welp

Title: CEO

United States Cellular Corporation

By:

Date: April 15, 2013

Printed: David Fiala

Title: Director, Telco Billing, Contracts & Number Management

Appendix B
Schedule of Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic, InterMTA Traffic and Transiting Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement as follows:

I. Intentionally Left Blank.

II. Intentionally Left Blank.

III. Tandem Transiting Traffic Charges.

a. Per minute $.005

b. Tandem Transiting Traffic compensation is applicable for all USCC originating traffic transiting the Richland-Grant Blue River Tandem Switch which terminates to a third party network subtending the Blue River Tandem switch as provided in Appendix C, but excluding Interexchange Carrier traffic. USCC also assumes responsibility for compensation to the third party which terminates the call.

c. 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 RGTC, 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, RGTC will be responsible for Transport to USCC's POI when it is located within RGTC's service area. When USCC's POI is located outside RGTC's service area, RGTC's Transport and provisioning obligation for Non-Access Telecommunications Traffic stops at its meet point within the RGTC serving area and USCC is responsible for the remaining Transport to its POI.

IV. InterMTA Traffic Factors

In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor to the RGTC terminated minutes of use as an estimate of the InterMTA Traffic being exchanged. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination

charges. The Parties have agreed upon the InterMTA Factor specified below, which represents the percent of the total originating and terminated minutes to be billed access charges by RGTC. The InterMTA Factor will be multiplied by the total Mobile-to-Landline terminated Telecommunications Traffic minutes recorded each month by the RGTC End Office Switches to determine those minutes to which terminating access rates apply.

- Mobile to Land Traffic

Telecommunications Traffic	100.0%
InterMTA Traffic Factor	0.0%
Intrastate	0.0%
Interstate	0.0%

- Land to Mobile Traffic

Telecommunications Traffic	100.0%

V. Charges for Access Transport, Access Termination and Access End Office Switching for Exchange Access Service

RGTC's Access Tariffs in the proper jurisdiction apply.

VI. Intentionally Left Blank.

VII. Compensation for Non-Access Telecommunications Traffic

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

b. This section left blank intentionally.

Appendix C

Networks with Arrangements with RGTC for Tandem Switch Service

Locality

I. Tech Com, Inc.
- Richland Center

II. LaValle Telephone Cooperative
- LaValle
- Cazenovia

III. Cochrane Cooperative Telephone Company
- Cochrane
- Waumandee

IV. Reedsburg Utility Commission
- Reedsberg

V. Vernon Telephone Cooperative, Inc.
- Westby

USCC will use its best efforts to negotiate exchange of traffic agreements with all third party carriers included in this Appendix C, for the Termination of Telecommunications Traffic.

The third party networks listed above include all of the Telecommunications Carriers that subtend the Richland-Grant Blue River Tandem Switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix C with the change executed by both Parties and made part of this Agreement.