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Public Service Commission of Wisconsin
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June 11, 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 the Reedsburg Utility Commission and United States Cellular Corporation (“US Cellular”).

Dear Ms. Paske:

I am filing this letter, and signed Amendment #1 electronically on behalf of the Reedsburg Utility Commission (“Reedsburg”).

Reedsburg hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection and Reciprocal Compensation Agreement between Reedsburg and US Cellular. Reedsburg 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,

A handwritten signature in blue ink that reads "Michael L. Theis". The signature is written in a cursive style.

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Mike Dienhart – United States Cellular Corporation
CC: Brett Schuppner – Reedsburg Utility Commission

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 the City of Reedsburg, WI acting through the Reedsburg Utility Commission, (“RUC”), a Wisconsin Municipality, with its principal office at 501 Utility Court, Reedsburg, Wisconsin 53959 and the United States Cellular Corporation on behalf of its subsidiaries and affiliates, as provided in Appendix C of the Agreement, (“USCC”), a Delaware Corporation, with its principal office at 8410 West Bryn Mawr Avenue, Chicago, IL 60631-3418. RUC 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, 2010, that was approved by the Public Service Commission of Wisconsin (“Commission”) as an effective agreement in the state of Wisconsin in Docket No. 05-TI-2101 on January 7, 2011 (“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. Sections 4.4 shall be amended by deleting the last sentence: “The Parties agree the originating Party shall pay the transiting fees.”

5. Appendix B Section Ia and Section IIIa shall be deleted and replaced with the following:

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

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

**City of Reedsburg, WI acting through
The Reedsburg Utility Commission**

By: Brett H. Schuppner

Date 6/03/2013

Printed: BRETT H. SCHUPPNER

Title: GENERAL MANAGER

United States Cellular Corporation

By: David Fiala

Date: 5/8/2013

Printed: David Fiala

Title: Director, Telco Billing, Contracts
& Number Management