



2378 Wilshire Boulevard  
Mound, Minnesota 55364

Public Service Commission of Wisconsin  
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December 16, 2014

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, December 16, 2014

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. (2)**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**FRONTIER COMMUNICATIONS OF WISCONSIN LLC**  
**AND**  
**NEW CELL, INC.**

This Amendment No. 2 (this "Amendment") shall be deemed effective December 12, 2014 (the "Amendment Effective Date") by and between Frontier Communications of Wisconsin LLC ("Frontier"), a limited liability company with offices at 3 High Ridge Park, Stamford, CT 06905, and New-Cell, Inc. d/b/a Cellcom ("Cellcom"), a Wisconsin corporation, with offices at 450 Security Blvd., Green Bay, WI 54307. 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 in the state of Wisconsin (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. The Parties agree to changes in Section 2.1 of the current Agreement in order to implement traffic factors for facility cost reduction:**

- 3.1 If Frontier is requested to provide facilities between the POI and any Cellcom facilities at locations within Frontier's Service Area, such facilities will be provided pursuant to the special access services provisions of Frontier FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement to conform with Frontier's FCC #1 Tariff.
- 3.2 Where Cellcom interconnects with Frontier by purchasing facilities from Frontier, and these facilities are used for two-way traffic, the applicable recurring charges for such facilities to Cellcom's POI on Frontier' System, may be reduced by the fixed percentage shown in Section 3.3 below. (For example, this situation will occur if the POI for Frontier to Cellcom traffic is at the boundary of Frontier territory and the POI for Cellcom to Frontier is at the Frontier' switch.)
- 3.3 Cellcom shall pay 70% of the recurring and non-recurring two-way facility and Frontier will be responsible for 30% of the recurring and non-recurring two-way facility. Up to two (2) times per year the Parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage in conformance with FCC § 51.709(b).

- 3.4 Any reductions, pursuant to this Section 3, will be based on intraMTA traffic only. Traffic volumes for the purpose of any reduction in facility costs will not include interMTA traffic or traffic transited to or from a 3<sup>rd</sup> Party subtending Frontier's tandem.

4. **Notices**

- 4.1 All notices required under the Agreement for Frontier 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.

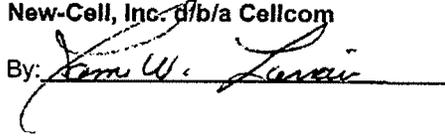
Frontier Communications  
Attn: Director, Business Operations – Carrier Services  
63 Stone Street  
Rochester, NY, 14604

With Copy to:

Frontier Communications  
Attn: Associate General Counsel  
2378 Wilshire Blvd  
Mound, MN 55364

**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: 12/10/14

**Frontier Communications of Wisconsin LLC**

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 12/12/14