PSC REF#:272336

10025 Investment Dr, Ste 200
Knoxville, TN 37932-
www.tdstelecom.com

Public Service Commission of Wisconsin
RECEIVED: 07/23/15, 1:39:34 PM

July 23, 2015

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

RE: Request to Approve 1st Amendment to Interconnection Agreement between TDS Metrocom, LLC and Cellco Partnership d/b/a Verizon Wireless, dated May 20, 2015

TDS Metrocom, LLC (TDS Metrocom) hereby requests approval pursuant to 47 U.S.C.§ 252, of the First Amendment to Wireless Interconnection Agreement with Cellco Partnership d/b/a Verizon Wireless, dated May 20, 2015. The amendment specifies intercarrier compensation for non-access traffic exchanged between the parties will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012. This is an amendment to the Wireless Interconnection Agreement between the parties approved in Docket 5-TI-1315 dated July 26, 2005.

I have been authorized by Cellco Partnership to submit this Agreement for Commission approval, pursuant to 47 U.S.C. § 252(e).

I hereby certify that a copy of this fling has been served by email on July 23, 2015 on:

Amy Hindman
Verizon Wireless
1120 Sanctuary Parkway, Suite 150
Mail Code GASA51CT
Alpharetta, GA 30009
770.797.1238
amy.hindman@verizonwireless.com

If you have any questions in regard to this Agreement, please contact me at 865-671-4522 or Amy Hindman of Verizon Wireless at the number above.

Respectfully submitted,

Jeni White

Jeni White
Attachment

pc: Jean Pauk – TDS Telecom
Amy Hindman – Verizon Wireless
Ken Barth - PSCW

First Amendment to Wireless Interconnection Agreement

This Amendment ("Amendment") shall be deemed effective on May 20, 2015, by and between TDS Metrocom, LLC, ("TDS METROCOM") and Cellco Partnership d/b/a Verizon Wireless ("Cellco Partnership"), a general partnership organized under the laws of the State of Delaware, with offices at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its wireless subsidiaries and affiliates operating within the states of WI, IL, MI, MN and ND from time to time (the "VZW Affiliates" and, together with Cellco Partnership, "VERIZON WIRELESS"). TDS METROCOM and VERIZON WIRELESS are each individually a "Party" and are together the "Parties".

WHEREAS the Parties or their predecessors in interest previously entered into a Wireless Interconnection Agreement pursuant to 47 U.S.C. 251/252 dated June 6, 2005 (the "Agreement").

WHEREAS on November 18, 2011, the Federal Communications Corporation ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting new rules for Intercarrier Compensation for Wireless Traffic. A subsequent Order on Reconsideration was released December 23, 2011 modifying the November 18, 2011 Order. The November 18, 2011 Order, as modified, the "*USF/ICC Transformation Order.*"[1]

WHEREAS the rules outlined in the *USF/ICC Transformation Order* constitute a change of law.

WHEREAS, 47 C.F.R. § 20.11 and § 51.700 - § 51.715 have been amended to provide that intercarrier compensation for non-access traffic exchanged between LECs and CMRS providers will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012.

NOW THEREFORE, in consideration of the *USF/ICC Transformation Order* and change of law provision in the Agreement, the Parties agree to amend the Agreement as follows:

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[1]*See In the Matter of 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 No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (*USF/ICC Transformation Order*).

The reciprocal compensation rate for both indirect and direct Local Traffic termination as referenced Appendix A, Local Transport and Termination Rates and Bill Procedures of the Agreement shall be compensated at the Bill and Keep* methodology. The Parties agree to work cooperatively and to make billing and accounting adjustments necessary to give effect to the Bill and Keep methodology as of July 1, 2012.

*In Compliance with 47 C.F.R. § 20.11 and § 51.700 - § 51.715, from July 1, 2012 forward, all Non-Access Telecommunications Traffic exchanged between the Parties shall be exchanged pursuant to a Bill-and-Keep Arrangement, which shall have the meaning set forth in the FCC's rules.

IN ADDITION, the Parties mutually agree to add the following definition to Section I, Scope of Agreement and Definitions:

"Intermediary Traffic" is traffic that originates from a subscriber or end user served on the network of a third-party (including, but not limited to, another Local Exchange Carrier, another CMRS provider, a least cost routing entity or aggregator, an interconnected VoIP provider or another Telecommunications Carrier) and is delivered by one Party to the other Party for termination. In the event that Intermediary Traffic, which is also Access Reciprocal Compensation Traffic subject to tariffed charges under the FCC's rules, is routed over Type 2B Interconnection Services provided under this Agreement or over indirect interconnection arrangements, the Party delivering the Intermediary Traffic shall pay the applicable End Office Access Service rate set forth in TDS METROCOM's tariff to the terminating Party for any and all such traffic it delivers.

Except as expressly set forth herein, the remaining terms and conditions of the Agreement shall remain in full force and effect without change. This Amendment shall remain effective as long as the Agreement remains effective between the Parties. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

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.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

By: TDS Metrocom, LLC

Joel Dohmeier 7/1/15

Signature Date

Printed Name and Title:

Joel Dohmeier
Director Regulatory Revenue, Strategy & Compliance

By: Cellco Partnership d/b/a Verizon Wireless, On Behalf of Itself and Its Wireless Subsidiaries and Affiliates Operating in the State of [State] From Time to Time

Cynthia Grupe 6/22/15

Signature Date

Printed Name and Title:

Cynthia Grupe
Executive Director – Network Administration

Signature Page to the Amendment between TDS Metrocom, LLC and Verizon Wireless dated May 20, 2015