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VIA OVERNIGHT DELIVERY

September 24, 2002

Ms. Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road
Concord, NH 03301

Re: Amendment No 1 to Interconnection Agreement Between United States
Cellular Corporation and Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Ms. Howland:

In accordance with Order No. 22,236 dated July 12, 1996, United States Cellular Corporation and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 1 dated June 14, 2001, to the Interconnection Agreement between them dated February 1, 1997, approved by Order No. 22,585, and jointly petition the Commission for approval of that amendment pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e). The amendment provides for an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act. Should the Commission subsequently request the submission of further information, the parties will timely comply with such request.

Under the Act, a state commission may reject a negotiated interconnection amendment such as this one only if the commission finds that the amendment (or any portion thereof) discriminates against a telecommunications carrier not a party to the amendment, or that the amendment's implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendment meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

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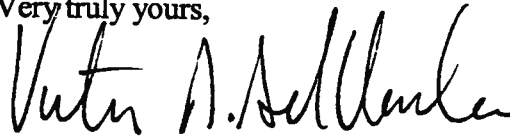
Representing United States Cellular is Jim Naumann. Please include Mr. Naumann on all notices and service lists. His address is:

Mr. Jim Naumann
United States Cellular Corporation
8410 W. Bryn Mwr, Suite 700
Chicago, IL 60631-3486
Tel (773) 399-7070
Fax (773) 399-4123

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Victor D. Del Vecchio". The signature is fluid and cursive, with the first name "Victor" and last name "Del Vecchio" clearly distinguishable.

Victor D. Del Vecchio

Enclosures

cc: Mr. Jim Naumann

us-cellular-corp-nh-rate-plan-b-amend-1-09-24-02

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC – NEW HAMPSHIRE**

and

**UNITED STATES CELLULAR CORPORATION
FOR NEW HAMPSHIRE**

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire, a New York corporation ("Verizon"), and United States Cellular Corporation, a Delaware corporation ("US Cellular"). (Verizon and US Cellular may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and US Cellular are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for New Hampshire, which was effective February 1, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the

Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, US Cellular has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 5 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party, shall be the following reciprocal compensation rates:

A. Local Traffic Transport and Termination Rate

June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use;

December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use; and

June 14, 2003 and thereafter -- \$0.0007 per minute of use.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Local Traffic set out in the

Agreement (including, but not limited to, the reciprocal compensation rates set out in Sections 5.2 and 5.3 of the Agreement).

- 1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
- 1.1.1.4 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by US Cellular to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to US Cellular.
- 1.1.1.5 In addition to the reciprocal compensation charges provided for in Section 1.1.1.1 above, US Cellular agrees to pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the US Cellular network and the Verizon switch for transport of Local Traffic delivered by US Cellular to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply).
- 1.1.1.6 The rates provided for in Sections 1.1.1.1 and 1.1.1.5 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.
- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.

- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.
- 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 15, "Regulatory Approval," and Section 16, "Pending Judicial Appeals and Regulatory Reconsideration") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the

extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

**UNITED STATES CELLULAR
CORPORATION**

By: _____

Printed: _____

Title: _____

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON NEW HAMPSHIRE**

By: _____

Printed: _____

Title: Vice-President - Interconnection
Services Policy & Planning