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Public Service Commission of Wisconsin  
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July 17, 2012

Ms. Sandra J. Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
PO Box 7854  
Madison, WI 53704-7854

Re: Application for Approval of an Amendment to the Wireless Interconnection Agreement  
between Spring Valley Telephone Company, Inc. and Sprint Spectrum L.P.

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a copy of the fully executed Amendment No. 1 to Interconnection Agreement ("Amendment") between Spring Valley Telephone Company, Inc. and Sprint Spectrum L.P. The effective date of this Amendment is July 1, 2012. The Commission approved the original Interconnection Agreement in its Docket No. 5-TI-953.

I have been authorized by Spring Valley Telephone Company and Sprint Spectrum to submit the attached Amendment for Commission approval pursuant to Section 252(e).

A copy of this filing has been served via express mail as follows:

Sprint PCS  
Attn: Legal/Regulatory  
Sprint Spectrum L.P.  
KSOPHT0101-Z2060  
6391 Sprint Parkway  
Overland Park, KS 66251

With a copy to:

Ms. Mary K. Joshi  
Contracts Negotiator  
Sprint Spectrum L.P.  
KSOPHE0102-1D362  
6360 Sprint Parkway  
Overland Park, KS 66251

If there are any questions regarding the filing of this amendment, please contact me at 608-664-9110.

Sincerely,

KIESLING ASSOCIATES LLP



Robert R. Abrams  
Senior Telecommunications Consultant  
Email: [rabrams@kiesling.com](mailto:rabrams@kiesling.com)

cc: Maxwell Downs, Vice President, Spring Valley Telephone Company, Inc.  
Mary Joshi, Contracts Negotiator, Sprint Spectrum L.P

Attachment

**AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SPRING VALLEY TELEPHONE COMPANY, INC. AND  
SPRINT SPECTRUM L.P.**

This Amendment (“Amendment”) to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic (“Interconnection Agreement”) is entered by and between Spring Valley Telephone Company, Inc. (“Carrier”) and Sprint Spectrum L.P. (“Sprint”). Carrier and Sprint are each further referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, Carrier and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the “Act”), which was effective November 1, 2003; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011<sup>1</sup> (collectively, the “USF/ICC Transformation Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation.

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

**AMENDMENT TO THE AGREEMENT**

1 Recitals

1.1 The foregoing recitals are incorporated herein by reference.

2 Effective Date

2.1 This Amendment to the Interconnection Agreement shall be effective on the 1<sup>st</sup> day of July, 2012 (“Effective Date”).

3 Amendment

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

3.1.1 Beginning on the Effective Date of this Amendment, compensation for the exchange of traffic between the Parties will be bill and keep only as required by the USF/ICC Transformation Order, or as such Order may be revised, reconsidered, modified or changed in the future. Such action shall be automatically incorporated in the Agreement. Specifically, initially per the

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<sup>1</sup> *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) and “Order on Reconsideration”, FCC 11-189 (rel. Dec. 23, 2011).

Order, each Party will bill its end users traffic it originates and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

3.1.2 The bill and keep methodology will apply to the Parties in an equal and symmetrical manner.

3.1.3 If the USF/ICC Transformation order is revised, reconsidered, or modified in a way that does not specifically mandate bill and keep as the mechanism for the exchange of Non-Access Reciprocal Compensation traffic between a CMRS wireless and a wireline carrier, Parties agree to revert to the rates in force before the Effective Date of this Amendment, effective on the first day of the month following the release of such revision, reconsideration or modification.

4 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.

5 Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 2.1 above are not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

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.

SPRINT SPECTRUM L.P.

By: *Ralph R. Smith* for Paul Schieber

Printed: Paul W. Schieber

Title: Vice President, Access and Roaming Strategy

Date: 7/2/2012

SPRING VALLEY TELEPHONE COMPANY, INC.

By: *Maxwell O'Donnell*

Printed: MAXWELL O'DONNELL

Title: VICE PRESIDENT

Date: 6/21/12