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Public Service Commission of Wisconsin
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July 25, 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 and Reciprocal Compensation Agreement between Spring Valley Telephone Company, Ins. and Verizon Wireless

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 Verizon Wireless. The effective date of this Amendment is July 1, 2012. The Commission approved the original Interconnection Agreement in its Docket No. 5-TI-1098.

I have been authorized by Spring Valley Telephone Company and Verizon Wireless 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:

Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With a copy to:

Verizon Wireless
Regulatory Counsel - Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005

And via email to:

Lance D. Murphy
Verizon Wireless
24242 Northwestern Hwy.
Southfield, MI 48075
lance.murphy@verizonwireless.com

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: rabrums@kiesling.com

cc: James Smart, General Manager, Bloomer Telephone Company
Lance Murphy, Verizon Wireless

Attachment

**AMENDMENT TO THE INTERCONNECTION AGREEMENT FOR THE
TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC**

This Amendment to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Spring Valley Telephone Company, Inc., ("SVTC"), a Wisconsin corporation with its principal office at 131 South McKay Avenue, P.O. Box 220, Spring Valley, Wisconsin 54767 and the Verizon Wireless entities listed on the signature page of this Amendment ("Verizon Wireless"), each with its principal office at One Verizon Way, Basking Ridge, NJ 07920. SVTC and Verizon Wireless 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 (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a Change of Law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS Verizon Wireless elects, per the aforementioned December 23, 2011 order, to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a Change of Law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, except as may be modified according to the Amendment Terms herein, for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AMENDMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

By signing this Amendment below both Parties agree to the following:

1. In applying Amendment the following names shall be substituted in the Agreement: "Verizon Wireless" shall be substituted for "Alltel".
2. Section 3.3 shall be replaced as follows:

- 3.3 Verizon Wireless represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 12 (Minneapolis), and serves end users with an Operating Company Number (OCN) of 6508 in the state of Wisconsin.
3. The address for Notices to Verizon Wireless found in Section 15.9 shall be replaced as follows:
- To: Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009
- With a copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005
4. The address for Billing Notices to Verizon Wireless found in Section 15.9 shall be replaced as follows:
- To: Verizon Wireless
Attn: Telecom Billing Analyst
10740 Nall Ave
Overland Park, KS 66211
5. The Contact Number for Verizon Wireless found in section 15.10.1 shall be (800) 852-2671.
6. The End Office Termination Rate (per terminating minute of use) found in both Appendix B Section I(a) and Appendix B Section III(a) shall be \$0.00. If the FCC orders of November 18, 2011 or December 23, 2011 are changed, modified, stayed, delayed, reversed or remanded, said End Office Termination Rate shall immediately return to the negotiated rate in effect previous to this Amendment.
7. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the Federal Communications Commission provisions of the November 18, 2011 or December 23, 2011 orders, the Parties agree to comply with all requirements of the applicable decision, as part of the Change of Law.

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

**Spring Valley Telephone
Company, Inc.**

Verizon Wireless

**Alltel Communications of LaCrosse Limited
Partnership d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

**Alltel Communications Wireless of
Louisiana, Inc. d/b/a Verizon Wireless**

**Appleton–Oshkosh-Neenah MSA Limited
Partnership d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin Appleton-
Oshkosh-Neenah MSA, LLC, Its General
Partner**

Cellco Partnership d/b/a Verizon Wireless

**Duluth MSA Limited Partnership d/b/a
Verizon Wireless
By Verizon Wireless (VAW) LLC, Its
General Partner**

**Midwest Wireless Wisconsin L.L.C d/b/a
Verizon Wireless
By Alltel Communications, LLC, Its
Managing Member**

MVI Corp. d/b/a/ Verizon Wireless

**Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless**

**Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless**

**Verizon Wireless Telecom Inc. d/b/a Verizon
Wireless**

**Wisconsin RSA #1 Limited Partnership
d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin RSA #1, Its
Managing Partner**

**Wisconsin RSA #2 Partnership d/b/a Verizon
Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partnership**

**Wisconsin RSA #6 Partnership, LLP d/b/a
Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partner**

**Wisconsin RSA No. 8 Limited Partnership
d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

By: *Maxwell O. Downs*

Date: 7/20/12

Printed: *MAXWELL O. DOWNS*

Title: *VICE PRESIDENT*

By: *Beth Ann Drohan*

Date: 8/25/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network