PSC REF#:173610

Public Service Commission of Wisconsin
RECEIVED: 10/02/12, 9:54:14 AM

2378 Wilshire Boulevard
Mound, Minnesota 55364

October 2, 2012

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 – St. Croix, LLC. and }
Sprint Spectrum L.P. }

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 – St. Croix, LLC. ("Frontier", Utility Number 5210) and Sprint Spectrum L.P. ("Sprint"). The original agreement for local interconnection was approved by the Commission in Docket 5-TI-1752 on January 7, 2008. Frontier hereby requests approval of this amendment, pursuant to 47 U.S.C. 252.

I have been authorized by Sprint 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:

Mary Joshi
Sprint
6360 Sprint Parkway
KSOPHE0102-1D362
Overland Park, Kansas 66251
U.S. mail on this date, October 2, 2012

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. 1
TO THEINTERCONNECTION AGREEMENT
BETWEEN
FRONTIER COMMUNICATIONS OF ST. CROIX LLC AND
FRONTIER COMMUNICATIONS OF MONDOVI LLC
AND
SPRINT SPECTRUM L.P.

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of St. Croix LLC and Frontier Communications of Mondovi LLC (collectively "Frontier"), both Wisconsin limited liability companies, with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Sprint Spectrum L.P. a Delaware limited partnership, as agent and General Partner for Wireless Co, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas Corporation ("Sprint"), with offices at 6200 Sprint Parkway, Overland Park, Kansas. Frontier and Sprint 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 St. Croix LLC and Frontier Communications of Mondovi LLC in the state of Wisconsin (the "State").

WITNESSETH:

WHEREAS, Frontier and Sprint are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 1, 2007 (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").

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 the Parties 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 **Reciprocal Compensation Rates**. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)*[1] as such order may be revised, reconsidered, changed or modified. In the event any such revision, reconsideration, change or modification becomes effective, such action may be incorporated into this Agreement pursuant to the change of law provisions of the Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be bill and keep subject to any future revision, reconsideration, change or modification of the *USF/ICC Transformation Order* which are the subject of this Amendment.

4 The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

5 **Notices**.

5.1 All notices required under the Agreement for Frontier Communications of St. Croix LLC and Frontier Communications of Mondovi LLC 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
180 S. Clinton Ave
Rochester, NY, 14646

[1] *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) ("*USF/ICC Transformation Order*").

With Copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646

5.2 All notices required under the Agreement for Sprint 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.

Sprint
Manager, Carrier Interconnection Management
Mailstop: KSOPHE0102-1D218
6360 Sprint Parkway
Overland Park, KS 66251
(913) 827-0597 (overnight mail only)

With a Copy to:

Sprint
Legal/Telecom Management Group
Mailstop: KSOPHN0312 - 3A318
6450 Sprint Parkway
Overland Park, KS 66251
(913) 315-9762 (overnight mail only)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Sprint Spectrum L.P.	Frontier Communications of St. Croix LLC Frontier Communications of Mondovi LLC
By: R.D. Ratliff	By:
Printed: Rick D. Ratliff	Printed: Stephen LeVan
Title: Director - Switched Access Planning	Title: SVP, Carrier Sales and Service
Date: 8/2/12	Date: 9.5.12.