



8517 Excelsior Drive  
Suite 301  
Madison, WI 53717

Phone: 608.664.9110  
Fax: 608.664.9112  
www.kiesling.com

January 10, 2013

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 Interconnection Agreement between American Cellular Corporation (now dba AT&T Mobility), and its Affiliates, and Bloomer Telephone Company

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a copy of the fully executed first Amendment to the Interconnection Agreement between American Cellular Corporation, and its Affiliates, and Bloomer Telephone Company. The effective date of this Amendment is July 1, 2012. The Commission approved the original Interconnection Agreement in its Docket No. 5-TI-1042.

I have been authorized by both parties to the agreement to submit the attached Amendment for Commission approval pursuant to Section 252(e).

A copy of this filing has been shared as follows:

New Cingular Wireless PCS, LLC, and its CMRS operating affiliates, dba AT&T Mobility  
Sheila Paananen  
AT&T National Access Management  
Lead Carrier Relations Manager  
[sp1484@att.com](mailto:sp1484@att.com)

With a copy to:

Leon M. Bloomfield  
Wilson & Bloomfield, LLP  
1901 Harrison St., Suite 1630  
Oakland, CA 94612

And also to:

Bloomer Telephone Company  
Jim Smart, General Manager  
1120 15<sup>th</sup> Ave.  
Bloomer, WI 54724

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)

Attachment

**Amendment to the Interconnection Agreement between American Cellular Corporation,  
and its affiliates, and Bloomer Telephone Company**

This Amendment ("Amendment") to the Interconnection Agreement between American Cellular Corporation fka ACC of Minnesota Corporation and ACC of Wisconsin, LLC ("ACC"), and Bloomer Telephone Company ("Bloomer"), is entered into by New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), as successor in interest to ACC, and Bloomer, jointly 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 rights and obligations of the AT&T Mobility predecessors in interest (including American Cellular Corporation) under the Agreement were assigned to New Cingular Wireless PCS, LLC; 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 AT&T Mobility 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 in 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;

**AGREEMENT**

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:

**Amendment Terms**

1. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic. If the FCC orders of November 18, 2011 or December 23, 2011 are stayed, delayed, reversed or remanded, said End Office Termination Rate shall, if required by the order staying, delaying, reversing or remanding, immediately return to the negotiated rate in effect previous to this Amendment.
2. This Amendment shall be effective July 1, 2012.
3. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
4. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. 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, in the November 18, 2011 or December 23, 2011 orders, regarding the bill-and-keep arrangements for IntraMTA traffic are modified, changed, reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination, including specifically, if so required, the return to the negotiated rates for the exchange of intraMTA traffic that were in force previous to this Amendment.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Cingular Wireless PCS, LLC,  
and its Commercial Mobile Radio Service  
operating affiliates, d/b/a AT&T Mobility**

By: Sheila Paananen  
Sheila Paananen

Title: Lead Carrier Relations Manager

Date: 12/5/2012

**Bloomer Telephone Company**

By: [Signature]  
(Name)

Title: President

Date: 12-20-2012