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VIA HAND DELIVERY

October 22, 2012

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

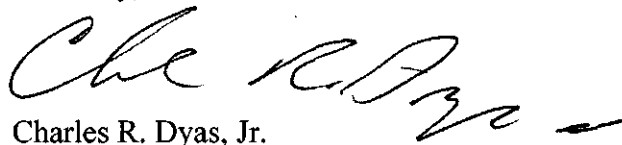
RECEIVED-DOCKETING DIV
2012 OCT 22 PM 1:46
PUCO

RE: Amendment to the Interconnection Agreement by and between Champaign Telephone Company and Nextel West Corp.

Dear Sir/Madam,

Enclosed herein please find the original and three of the Amendment to the Interconnection Agreement by and between Champaign Telephone Company and Nextel West Corporation for filing with the Public Utilities Commission of Ohio.

Sincerely,


Charles R. Dyas, Jr.

Enclosure

cc: Diane Browning, Esq.

CODS01 23045v1

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**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BY AND BETWEEN
CHAMPAIGN TELEPHONE COMPANY and NEXTEL WEST CORP.**

This Amendment ("Amendment") to the Wireless Interconnection Agreement ("Interconnection Agreement") is entered by and between Champaign Telephone Company ("LEC") and Nextel West Corp. ("Sprint"). LEC and Sprint are each further referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, LEC and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which was effective May 22, 2001; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for local traffic exchanged between LECs and CMRS providers 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, 2011¹ (collectively, the "USF/ICC Transformation Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation for local traffic exchanged between the Parties; and

WHEREAS, the Order also contained provisions related to the transport of CMRS traffic.

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 as of date signed by both Parties or on the 1st day of July, 2012 ("Effective Date"), whichever date occurs first.

3 Amendment

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

3.1.1 Beginning on the Effective Date of this Amendment compensation for the exchange of local traffic between the Parties will be bill and keep. Specifically, each Party will bill its end users traffic it originates and will

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).

be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

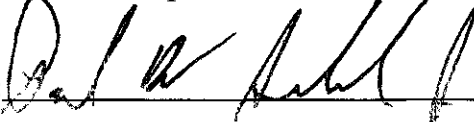
3.1.2 The bill and keep methodology will apply to the Parties in an equal and symmetrical manner.

3.2 From July 1, 2012, forward, LEC's financial obligation for transport of all traffic not sent to an IXC shall stop at Sprint's chosen interconnection point, when that point is located within the LEC's area, or the meet point between the LEC and its designated tandem provider, if Sprint's chosen interconnection point is located outside of the LEC's service area.

- 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.

Nextel West Corp.

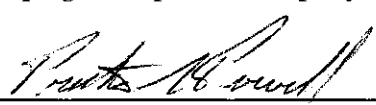
By: 

Printed: PAUL W. SCHERER

Title: VP ACCESS & ROAMING PLAN

Date: 7/13/12

Champaign Telephone Company

By: 

Printed: Preston Powell

Title: General Manager

Date: _____