

**AXLEY BRYNELSON, LLP**  
ATTORNEYS SINCE 1885

Direct Dial: (608) 283-6700  
E-mail: [jgenda@axley.com](mailto:jgenda@axley.com)

December 28, 2005

**Via Electronic Regulatory Filing System**

Christy Zehner, Secretary  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, WI 53707

Re: Application for the Approval of Amendment No. 1 to the Interconnection  
Agreement Between Baldwin Telecom, Inc. and Verizon Wireless  
Our File No.: 220.54846

Dear Ms. Zehner:

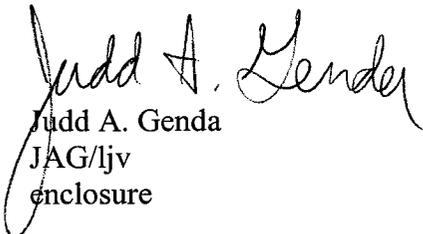
Baldwin Telecom, Inc. ("BTI") hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Amendment No. 1 to the Interconnection Agreement between BTI and Verizon Wireless (VAW), LLC and Duluth MSA Limited Partnership both d/b/a Verizon Wireless ("Verizon Wireless").

I have been authorized by Verizon Wireless to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Amendment No. 1.

I hereby certify that a copy of this filing has been served on Verizon Wireless, John Clampitt, Verizon Wireless, 2785 Mitchell Drive MS 7-1, Walnut Creek, CA 94598 by United States mail, postage prepaid, on December 28, 2005.

Sincerely,

AXLEY BRYNELSON, LLP

  
Judd A. Genda  
JAG/ljv  
enclosure

cc: Mr. John Clampitt (*w/enclosure, via U.S. Mail*)  
Mr. Ken Barth (*w/enclosure, via Electronic Mail*)  
Mr. Larry Knegendorf (*w/enclosure*)  
Mr. Daniel T. Hardy (*w/o enclosure*)

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MANCHESTER PLACE - SUITE 200 ■ 2 EAST MIFFLIN STREET ■ MADISON, WI 53703  
(608) 257-5661 ■ (800) 368-5661 ■ Fax: (608) 257-5444  
Mailing Address: Post Office Box 1767, Madison, WI 53701-1767  
[www.axley.com](http://www.axley.com)

**AMENDMENT NO. 1  
to the  
INTERCONNECTION AGREEMENT  
By and Between  
Baldwin Telecom, Inc.  
and  
Verizon Wireless**

This Amendment No. 1 to the Interconnection Agreement ("Amendment No. 1") shall be effective on November 30, 2005, by and between Baldwin Telecom, Inc. ("BTI") and Verizon Wireless, LLC ("Verizon"). BTI and Verizon are hereinafter sometimes referred to collectively as the "Parties."

**RECITALS**

**WHEREAS**, BTI and Verizon entered into the Interconnection Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-1389 on September 7, 2005 (the "Agreement"); and

**WHEREAS**, BTI and Verizon have mutually agreed to make certain revisions to the terms and conditions of the Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- (1) BTI and Verizon agree to amend Attachment III, Point of Interconnection (POI), of the Agreement to read as follows:

The Parties agree that for purposes of Section 3.2.3.2., the POI shall be at Baldwin's central office at 1080 9<sup>th</sup> Avenue, Baldwin, WI 54002.

(See, amended Attachment III attached hereto)

- (2) The Agreement as modified by this Amendment No. 1, will be effective November 1, 2005, and subject to approval by the Commission in accordance with 47 U.S.C. § 252.
- (3) Except as modified or supplemented herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

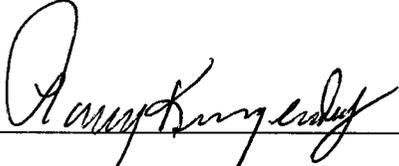
(SIGNATURE PAGE NEXT TO FOLLOW)

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Amendment No. 1.

**VERIZON WIRELESS (VAW), LLC  
D/B/A VERIZON WIRELESS AND  
DULUTH MSA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS  
BY AIRTOUCH MINNESOTA, LLC  
ITS GENERAL PARTNER  
BY CELLCO PARTNERSHIP, ITS SOLE  
MEMBER**

By:   
Name: Howard H. Bower  
Title: Area Vice President - Network  
Date: 12/16/05

**BALDWIN TELECOM, INC.**

By:   
Name: \_\_\_\_\_  
Title: VP  
Date: 12-19-05

Amendment No 1 to BTI-Verizon ICA  
November 30, 2005

### **ATTACHMENT III**

#### **Point of Interconnection (POI)**

The Parties agree that for purposes of Section 3.2.3.2., the POI shall be at Baldwin's central office at 1080 9<sup>th</sup> Avenue, Baldwin, WI 54002.