

Thomas Burns
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Certified Public Accountants & Consultants

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Public Service Commission of Wisconsin
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September 14, 2010

Via PSC Electronic Regulatory Filing System

Ms. Sandra Paske, Secretary
Public Service Commission of Wisconsin
Post Office Box 7854
Madison, WI 53707

Re: Application for the Approval of the Second Amendment to the Interconnection Agreement Between Baldwin Telecom, Inc. and Verizon Wireless

Dear Ms. Paske:

Baldwin Telecom, Inc. hereby requests approval of the enclosed amendment to the interconnection agreement between Baldwin Telecom, Inc. and Verizon Wireless ("Amendment").

I have been authorized by Baldwin and Verizon to submit this Amendment to the Commission for approval pursuant to 47 U.S.C. § 252(3). I hereby certify that a copy of this filing has been served on Verizon via US Mail at:

Verizon Wireless
Attention: Lance Murphy
24242 Northwestern Hwy
Southfield, MI 48075

If you have any questions, please contact me at 651.621.8322 or at tgburns@otcpas.com.

Sincerely,

s/ Thomas G. Burns

Tom Burns
Consultant for Baldwin Telecom, Inc.
cc: Larry Knegendorf (via e-mail)

**SECOND AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Second Amendment to the Interconnection and Reciprocal Compensation Agreement ("Second Amendment") is made and entered into by and between Baldwin Telecom, Inc. ("Carrier"), and the Verizon Wireless entities as stated on the Verizon Wireless signature block ("Verizon Wireless").

RECITALS

- A. Carrier entered into an Interconnection and Reciprocal Compensation Agreement ("Agreement") with Verizon Wireless for the state of Wisconsin. The Agreement was approved by the Commission on September 6, 2005 in Docket No. 05-TI-1389.
- B. Carrier and Verizon Wireless entered into an amendment to the Agreement ("First Amendment") on November 30, 2005. The First Amendment was approved by the Commission Docket No 05-TI-1485.
- C. The FCC approved Verizon's acquisition of AllTel Communications, Inc. ("AllTel")
- D. Carrier and Verizon Wireless enter into this Amendment to include other Verizon Wireless Traffic pursuant to the terms of the Agreement, as provided herein.

AGREEMENT

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

- 1. Subject to Commission approval of this Amendment, effective on July 1, 2010, the Parties agree to exchange Traffic between their respective networks, and to compensate each other for Traffic exchanged, pursuant to the terms and conditions stated in the Agreement, except as modified herein.
- 2. The Agreement shall be effective as provided in Section 1 above and shall remain in effect until December 31, 2010. Thereafter, the Agreement shall automatically renew for additional six (6) month terms, unless either Party gives the other Party notice of intent to terminate or renegotiate at least ninety (90) days prior to the expiration date. Notwithstanding a notice of termination or renegotiation, this Agreement shall remain in effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law, including a reciprocal compensation arrangement for indirect Traffic exchanged via a third-party Tandem Switch; or (b) subject to the prior approval of the Commission, the Parties disconnect any connecting facilities or terminate service arrangements.
- 3. Attachment 1 of the Agreement shall be replaced by the Attached amended Attachment 1.

4. All notices to the Parties pursuant to Section 21 of the Agreement shall be addressed to:

VERIZON WIRELESS

Verizon Wireless
Attn: Regulatory Counsel
1300 I Street, Suite 400W
Washington, D.C. 20005
Phone: (202) 589-3756
Fax: (202) 589-3750

CARRIER:

Baldwin Telecom, Inc.
Attn: Larry Knegendorf
P.O. Box 420
930 Maple St.
Baldwin, WI 54002
Phone: (715) 684-3346
Fax: (715) 684-4747

5. The 24 Hour Network Management Contact for each Party for purposes of Section 9 of the Agreement is:

VERIZON WIRELESS

NOC Contact Number: (800) 852-2671

CARRIER:

NOC Contact Number (715) 684-3400

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.

Verizon Wireless

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

Appleton Oshkosh Neenah MSA, LP 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

Eau Claire Cellular Telephone Limited
Partnership d/b/a Verizon Wireless
By Eau Claire Cellular, Inc., Its General
Partner

Midwest Wireless Wisconsin L.L.C. d/b/a
Verizon Wireless
By Midwest Wireless Holdings L.L.C., Its
Managing Member

MVI Corp. d/b/a Verizon Wireless

RCC Minnesota, Inc.

UC/PTC of Wisconsin, LLC 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

Baldwin Telecom, Inc.

Wisconsin RSA #1 Limited Partnership d/b/a
Verizon Wireless

By: Mike Jensen, Its General Partner and
Chairman

Wisconsin RSA #2 Partnership d/b/a Verizon
Wireless

By UC/PTC of Wisconsin, LLC, Its Managing
Partner

Wisconsin RSA #6 Partnership, LLP d/b/a
Verizon Wireless

By UC/PTC of Wisconsin, LLC, Its Managing
Partner

Wisconsin RSA No. 8 Limited Partnership
d/b/a Verizon Wireless

By Pacific Telecom Cellular, Inc.,
Its General Partner

WWC Holding Co., Inc. d/b/a Verizon
Wireless

Authorized Signature

Beth Ann Drohan

Name Typed or Printed

Area Vice President - Network

Title

Date

Authorized Signature

Larry Knegendorf

Name Typed or Printed

General Manager

Title

Date

ATTACHMENT I

The term "Verizon Wireless" as used in this Agreement shall include, but not be limited to, the following Operating Company Names (OCNs):

<u>OCN Name</u>	<u>OCN</u>	<u>ACNA</u>
VERIZON WIRELESS (VAW), LLC	5818	AEJ; CCQ
CELLCO PARTNERSHIP DBA VERIZON WIRELESS - WI	6508	PUL; BAM; EBA

Verizon Wireless shall provide prompt notice to BTI if Verizon Wireless changes or additions to its name, OCN or ACNA.