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Public Service Commission of Wisconsin
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October 16, 2012

Via PSC Electronic Regulatory Filing System

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

Re: Third Amendment to Interconnection Agreement Between Baldwin Telecom, Inc.
and Verizon Wireless
Our file: 220.54846

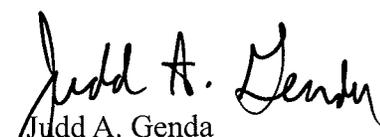
Dear Ms. Paske:

Baldwin Telecom, Inc., hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Third Amendment to Interconnection Agreement between Baldwin Telecom, Inc., and Verizon Wireless (the "Agreement").

I have been authorized by Verizon Wireless to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Agreement.

Sincerely,

AXLEY BRYNELSON, LLP


Judd A. Genda
JAG/mgt

Enclosure

cc: Mr. Lance Murphy (via Electronic Mail)
Mr. Daniel T. Hardy (via Electronic Mail)

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**THIRD AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN
BALDWIN TELECOM, INC. AND VERIZON WIRELESS**

This Third Amendment to the Interconnection Agreement (“Amendment”) is effective as of the 1st of July 2012 (the “Effective Date”), by and between Baldwin Telecom, Inc., (“ILEC”), a Wisconsin corporation with its principal office at 930 Maple Street, Baldwin, Wisconsin 54002 and the Verizon Wireless entities listed on the signature page of this Amendment (“Verizon Wireless”), each with its principal office at One Verizon Way, Basking Ridge, NJ 07920. ILEC and Verizon Wireless are referred to herein individually as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement with an effective date of August 1, 2005, as previously amended (the “Agreement”), pursuant to 47 U.S.C. 251/252; 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 non-access 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, Verizon Wireless elects to apply a bill-and-keep arrangement to all non-access Intra-MTA traffic exchanged between the Parties after July 1, 2012; and

WHEREAS, the Federal Communications Commission, in its November 18, 2011, Order, has provided for an interim default rule allocating responsibility for transport costs applicable to non-access Intra-MTA traffic exchange between CMRS providers and rural LECs, which is a change in law; 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 are in accordance with law agreeing to amend the Agreement to provide for a bill-and-keep arrangement for all non-access Intra-MTA traffic exchanged between them after July 1, 2012;

AMENDMENT

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:

1. From July 1, 2012, forward, all Subject Traffic exchanged 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.
2. The Reciprocal Compensation Termination End Office Rate found in Attachment II Section A shall be \$0.00.

3. Section 3.2.4.1 of the Agreement is amended to add the following:

“Verizon Wireless shall be responsible for all costs associated with transport outside of BTI’s service area (including, without limitation, any transit fees) associated with the exchange of non-access Intra-MTA traffic between the Parties regardless of whether the traffic originated from Verizon Wireless’ network or BTI’s network.

4. The address for Notices to ILEC found in Section 21 shall be replaced as follows:

To: Baldwin Telecom, Inc.
Attn: Matt Sparks
930 Maple Street
P.O. Box 420
Baldwin, WI, 54002

With a copy to:
Axley Brynson, LLP
Attn: Judd A. Genda
2 East Mifflin Street, Suite 200
Madison, WI 53703

5. This Amendment shall be effective July 1, 2012.
6. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, except as provided in Paragraph 6 below.
7. The Parties acknowledge and agree that this Amendment is being entered into by the Parties as a result of a change in law and for no other reason. Therefore, in the event that the requirement of the Federal Communications Commission orders referenced in the recitals that all non-access Intra-MTA traffic exchanged by the Parties after July 1, 2012 be exchanged under a bill-and-keep arrangement is reversed, overturned, vacated, or caused to no longer have legal effect by a court of competent jurisdiction or the Federal Communications Commission (a “Subsequent Change In Law”), then this Amendment, except for the provisions of paragraph 3, shall become null and void immediately upon said Subsequent Change In Law, and the provisions of the Agreement with respect to intercarrier compensation that were intended to be amended by this Amendment shall be reinstated, all without need for further action by the Parties.
8. 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.
9. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

Baldwin Telecom, Inc.

Verizon Wireless

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

Alltel Communications Wireless of Louisiana, Inc. d/b/a Verizon Wireless

**Appleton-Oshkosh-Neenah MSA Limited Partnership 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**

**Midwest Wireless Wisconsin L.L.C d/b/a Verizon Wireless
By Alltel Communications, LLC, Its Managing Member**

MVI Corp. 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

**Wisconsin RSA #1 Limited Partnership
d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin RSA #1, Its
Managing Partner**

**Wisconsin RSA #2 Partnership d/b/a Verizon
Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partnership**

**Wisconsin RSA #6 Partnership, LLP d/b/a
Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partner**

**Wisconsin RSA No. 8 Limited Partnership
d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

By: Matt Sparks

Date: 9/17/2012

Printed: Matt Sparks

Title: General Manager

By: Beth Ann Drohan

Date: 8/20/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network