



TELECOMMUNICATIONS
ASSOCIATION OF MICHIGAN

October 24, 2011

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

RE: Joint Application By Baraga Telephone Company and Alltel Communications, Inc. for Approval of An Interconnection Agreement – Case No. U-14198.

Dear Ms. Kunkle:

Enclosed for electronic filing in the above-referenced case is a Joint Application for MPSC approval of a First Amendment to a Wireless Interconnection and Reciprocal Compensation Agreement between Baraga Telephone Company and Alltel Communications, Inc.

If you have any questions, please contact me.

Very truly yours,

Michael A. Holmes

Enclosures

cc: Paul Stark, Baraga Telephone Company
Lance Murphy, Verizon Wireless

State of Michigan

Before the Michigan Public Service Commission

In Re: The Request for Commission Approval) MPSC Case No. U-16371
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between ACE)
TELEPHONE COMPANY OF MICHIGAN, INC.)
and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-14945
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between ALLENDALE)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-14198
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between BARAGA)
TELEPHONE COMPANY And Alltel)
Communications, Inc.)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-14944
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between BLANCHARD)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-15512
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between)
BLOOMINGDALE TELEPHONE COMPANY)
and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-14946
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **CARR**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-15797
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **CHAPIN**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-16373
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **DEERFIELD**)
FARMERS' TELEPHONE COMPANY)
and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-16374
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **KALEVA**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-16375
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **LENNON**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-16377
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **PIGEON**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-15539
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **SPRINGPORT**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

In Re: The Request for Commission Approval) MPSC Case No. U-15796
Of A Wireless Interconnection and Reciprocal)
Compensation Agreement Arrived At Through)
Voluntary Negotiations Between **WESTPHALIA**)
TELEPHONE COMPANY and Verizon Wireless)
_____)

JOINT APPLICATION

Ace Telephone Company of Michigan, Inc., Allendale Telephone Company, Baraga Telephone Company, Blanchard Telephone Company, Bloomingdale Telephone Company, Carr Telephone Company, Chapin Telephone Company, Deerfield Farmers' Telephone Company, Kaleva Telephone Company, Lennon Telephone Company, Pigeon Telephone Company, Springport Telephone Company, and Westphalia Telephone Company (collectively "ILEC Applicants") and Alltel Communications Wireless, Inc., Alltel Communications Wireless of Louisiana, Inc., Alltel Communications of Saginaw MSA Limited Partnership, Cellco Partnership, Michigan RSA #9 Limited Partnership, Muskegon Cellular Partnership, and New Par each d/b/a Verizon Wireless ("collectively Verizon Wireless"), hereby jointly apply to the Michigan Public Service Commission ("Commission") pursuant to and in accordance with Section 252(e) of the Federal Telecommunications Act of 1996 ("Act"), 47 U.S.C. Section 252(e) and pursuant to

Section 203(1) of the Michigan Telecommunications Act (“MTA”), as amended, MCL 484.2203(1), for approval within ninety (90) days of separate Amendments to Wireless Interconnection and Reciprocal Compensation Agreements (“Agreements”) between each of the ILEC Applicants and Verizon Wireless. In support of this Joint Application, ILEC Applicants and Verizon Wireless state as follows:

1. While each of the Amendments for which Commission approval is sought is specific to each different ILEC Applicant and its Agreement with Verizon Wireless, the Amendments address at least one of the following subjects:

(A) The Amendment was prompted by the acquisition by Verizon Wireless of various Alltel Communications Wireless entities in Michigan and is intended to extend the terms and conditions of each existing ILEC Applicant Agreement with Verizon Wireless to traffic previously exchanged between each ILEC Applicant and the Alltel entity or entities.¹

(B) The Amendment substitutes Verizon Wireless as the successor to Alltel Communications, Inc., as a party to an existing agreement between an ILEC Applicant and Alltel.

(C) The Amendment updates the names and contact information for representatives of either or both ILEC Applicants and Verizon Wireless for legal notices, billing disputes, emergency contacts, and other communication purposes.

(D) The Amendment clarifies that the terms and conditions of an existing Agreement between an ILEC Applicant and Verizon Wireless applies to traffic exchanged by and between the parties following an acquisition or corporate restructuring of the ILEC Applicant.

¹ Following Commission approval of these amendments, the Agreements between ILEC Applicants and Alltel Communications will be terminated.

(E) The Amendment extends the term of each Agreement for an additional one-year period beginning upon the date the Commission approval of each Amendment.

2. For the convenience of the parties and the ease of administration, this same Joint Application is being separately filed in each docket referenced above; provided however only the Amendment specific to the Agreement between the ILEC Applicant and Verizon Wireless is being filed in the docket applicable to each ILEC Applicant.

3. Each ILEC Applicant is a corporation organized under the law of Michigan or authorized to do business in Michigan and licensed by the Commission to provide basic local exchange and other telecommunications services to its customers and the general public within the ILEC Applicant's licensed territory in the state of Michigan.

4. Verizon Wireless is a partnership with offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921, that is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service and provide such service to their end customers, operating wireless telecommunications.

5. The original Agreements between each ILEC Applicant and Verizon Wireless² establish an Interconnection and Reciprocal Compensation arrangement for the transport and termination of telecommunications traffic that originates on the other party's network and was arrived at through voluntary negotiations between the ILEC Applicants and Verizon Wireless.

6. Pursuant to Section 252(e)(2), this Commission may only reject the Amendments to these Agreements if the Commission finds that:

- (a) the agreement (or portions thereof) discriminates against any telecommunications carrier not a party to the agreement; or
- (b) the implementation of such agreement (or portions thereof) is not consistent with the public interest, convenience, and necessity.

² In the case of Baraga Telephone Company, the original agreement is with Alltel Communications, Inc. See Docket No. U-14198.

7. The Amendments to each Agreement are being submitted to this Commission for approval or rejection, with written findings as to any deficiencies. See 47 U.S.C. Section 252(a)(1).

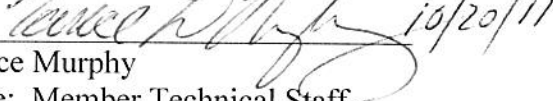
8. As contemplated by Section 252(e)(2)(a) and (b), neither the Agreements nor the Amendments attached to the Joint Application filed in each separate docket discriminate against any telecommunications carrier not a party to the Agreements, and the implementation of the Amendments to the Agreements is consistent with the public interest.

9. ILEC Applicants and Verizon Wireless jointly request the Commission approve this Joint Application. This request is made in accordance with Section 252(e)(4) of the Act, 47 USC 252(e)(4) which provides that the Agreement shall be approved if the Commission does not act to approve or reject an Amendment to the agreement within ninety (90) days after the submission by the parties.

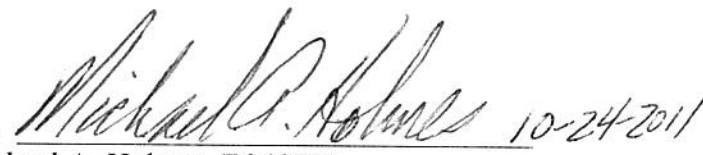
WHEREFORE, ILEC Applicants and Verizon Wireless jointly request Commission approval of the Amendments to the Wireless Interconnection and Reciprocal Compensation Agreements between ILEC Applicants and Verizon Wireless (or its predecessor) attached to the Joint Application separately filed in each ILEC Applicant-specific docket without notice or hearing pursuant to MTA Section 203(I), MCL 484.2203(1).

Respectfully submitted,

Alltel Communications Wireless, Inc.,
Alltel Communications Wireless of
Louisiana, Inc., Alltel Communications
of Saginaw MSA Limited Partnership,
Cellco Partnership, Michigan RSA #9
Limited Partnership, Muskegon Cellular
Partnership, and New Par each d/b/a
Verizon Wireless

By:  10/20/11
Lance Murphy
Title: Member Technical Staff-
Network Interconnection

Telecommunications Association of Michigan
on behalf of each of its member companies
listed above as an ILEC Applicant

By:  10-24-2011
Michael A. Holmes (P24071)
Telecommunications Association of Michigan
600 W. Shiawassee Street, Lansing, MI 48933

AMENDMENT NO. 1

To the

WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

between

BARAGA TELEPHONE COMPANY

and

ALLTEL COMMUNICATIONS, INC.

This Amendment No. 1 (the "Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement between Baraga Telephone Company ("Baraga") and Alltel Communications, Inc. ("Alltel") is effective upon approval by the Michigan Public Service Commission (the "Commission").

WHEREAS, the terms of the Wireless Interconnection and Reciprocal Compensation Agreement between Baraga and Alltel Communications, Inc. (the "Agreement") were finalized through negotiations and approved by the Commission pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, in MPSC Case No. U-14198 on July 22, 2004; and

WHEREAS, Verizon Wireless purchased Alltel and the purchase was formally approved by the Federal Communications Commission; and

WHEREAS, Verizon Wireless and Baraga have mutually agreed to modify the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Alltel Communications, Inc. assigns the Agreement to Verizon Wireless. The Agreement shall henceforth be known as the "Wireless Interconnection and Reciprocal Compensation Agreement between Baraga Telephone Company and Verizon Wireless."
2. Article 1, Section 1 Introduction, of the Agreement is amended by deleting the paragraph in the section in its entirety and replacing such paragraph with the following:

"1. Introduction

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the 1st day of July 2004 (the "Effective Date"), by and between Baraga Telephone Company ("Baraga") with offices at 204 State St., P.O. Box 9, Baraga, MI 49908 and the entities on the signature block d/b/a Verizon Wireless

("Verizon Wireless") a partnership with offices at One Verizon Way, Basking Ridge, New Jersey 07920. Hereinafter, "Party" means either Baraga or Verizon Wireless and "Parties" means Baraga and Verizon Wireless.

3. By virtue of this Amendment, all references to ALLTEL contained within the Agreement are hereby changed to VERIZON WIRELESS.

4. Article 2, Section 3.2, a subsection of Section 3.0 Scope, of the Agreement is amended by deleting the paragraph in Section 3.2 in its entirety and replacing such paragraph with the following:

"3.2 VERIZON WIRELESS represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 20 (Milwaukee). VERIZON WIRELESS' NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for operating company number ("OCN") 6003, 2281, 2224 and 5818 in the state of Michigan"

5. Section 6.1, page 9, of the Agreement is amended by deleting the paragraph in Section 6.1 in its entirety and replacing such paragraph with the following:

"6.1 The amended term of this Agreement shall be for an additional one-year term ("Term") which shall commence on date Amendment No. 1 is approved by the Commission. This Agreement shall continue in force and effect thereafter, on a month to month basis, until replaced by another agreement or terminated by either Party upon (ninety) 90 days written notice to the other Party."

6. The address for notice to Alltel Communications, Inc. in Article 2, Section 16.10.1 Notices, of the Agreement is deleted and replaced with the following:

"Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005"

7. The 24 Hour Network Management Contact for Alltel in Article 2, Section 16.10.2 of the Agreement is deleted and replaced with the following:

"For VERIZON WIRELESS"

Contact Number: 800-852-2671”

8. The address for Billing Notices for Alltel in Attachment I, Section 4.1 of the Agreement is deleted and replaced with the following:

“Verizon Wireless
10740 Nall Ave
Overland Park, KS 66211
Attn: Telecom Billing Analyst”



9. The contact information for billing inquiries in Attachment Section 4.2 of the Agreement is deleted and replaced with the following:

“ Jim Porter
Phone Number: 682-831-6406
Email: jim.porter@verizonwireless.com”

10. Scope of the Amendment. Except to the extent set forth in this Amendment No. 1, the rates, charges and other provisions of the Agreement shall remain in full force and effect.

11. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

Verizon Wireless	Baraga Telephone Company
<p>Alltel Communications Wireless, Inc. d/b/a Verizon Wireless</p> <p>Alltel Communications Wireless of Louisiana, Inc. d/b/a Verizon Wireless</p> <p>Alltel Communications of Saginaw MSA Limited Partnership d/b/a Verizon Wireless By Alltel Communications Wireless, Inc., Its General Partner</p> <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>Michigan RSA #9 Limited Partnership d/b/a Verizon Wireless By Alltel Communications Wireless, Inc., Managing General Partner</p> <p>Muskegon Cellular Partnership d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner</p> <p>New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner</p>	
By: <u></u>	By: <u></u>
Name: <u>Beth Ann Drohan</u>	Name: <u>Paul Stark</u>
Title: <u>Area Vice President - Network</u>	Title: <u>President</u>
Date: <u>9/9/11</u>	Date: <u>9/15/11</u>