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by Sidney Davy Miller

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May 7, 2012

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, Ste 7
Lansing, MI 48911

Re: In the matter of the request for Commission approval of an interconnection agreement amendment between **UPPER PENINSULA TELEPHONE COMPANY, MICHIGAN CENTRAL BROADBAND COMPANY** and **VERIZON WIRELESS**.
MPSC Case No. U-16379

Dear Ms. Kunkle:

Enclosed for electronic filing is the Joint Application Requesting Approval of Third Amendment to Wireless Interconnection and Reciprocal Compensation Agreement in the above mentioned case.

If you should have any questions, please kindly advise.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____
Michael C. Rampe

MCR/cla
cc via e-mail: Lance D. Murphy (Lance.Murphy@VerizonWireless.com)

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the request for Commission)
approval of an interconnection agreement amendment)
between **UPPER PENINSULA TELEPHONE COMPANY,**) Case No. U-16379
MICHIGAN CENTRAL BROADBAND COMPANY)
and **VERIZON WIRELESS.**)
_____)

**JOINT APPLICATION REQUESTING APPROVAL OF
THIRD AMENDMENT TO WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT**

Upper Peninsula Telephone Company (UPTel), Michigan Central Broadband Company (MCBC), and Verizon Wireless hereby jointly apply to the Michigan Public Service Commission (Commission), pursuant to § 252(e)(1) of the federal Telecommunications Act of 1996 (FTA), 47 USC 252(e)(1), for approval of a Third Amendment to their Wireless Interconnection and Reciprocal Compensation Agreement. In support of this Joint Application, UPTel, MCBC, and Verizon Wireless state:

1. Verizon Wireless provides Commercial Mobile Radio Service (CMRS), and is licensed by the Federal Communications Commission to operate in Michigan. For purposes of this Joint Application, "Verizon Wireless" refers to all the entities listed on the signature page of the attached Third Amendment.

2. UPTel and MCBC are licensed local exchange carriers providing service to the public in Michigan.

3. The Commission approved a Wireless Interconnection and Reciprocal Compensation Agreement (Agreement) between UPTel and Verizon Wireless in an order dated April 13, 2006 in Case No. U-14678. Subsequently, the Commission approved a First Amendment to the Agreement in an order dated February 3, 2009 in Case No. U-14678, and approved a Second Amendment in an order dated May 17, 2010 in Case No. U-14678. In an order dated June 3, 2010, the Commission directed that any future amendments to the parties' interconnection agreement be filed in Case No. U-16379.

4. Pursuant to § 252 of the FTA, 47 USC 252, UPTel, MCBC and Verizon Wireless have agreed to amend their Agreement a third time to reflect reforms to intercarrier compensation for intraMTA traffic between LECs and CMRS providers as described in the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161) (*USF/ICC Transformation Order*). UPTel, MCBC and Verizon Wireless request approval of this Third Amendment pursuant to § 252(a)(1) and 252(e). The Third Amendment is appended as Attachment A to this Joint Application.

5. Pursuant to 47 USC 252(e)(1), UPTel, MCBC and Verizon Wireless jointly request expedited approval of this Third Amendment without any public

hearing or formal solicitation of comments. No hearing is necessary under § 203 of the MTA, MCL 484.2203, nor under 47 USC 252.

WHEREFORE, Upper Peninsula Telephone Company, Michigan Central Broadband Company, and Verizon Wireless, jointly request that this Commission issue an order approving the Third Amendment pursuant to § 252(e)(1) of the FTA.

Respectfully submitted,

UPPER PENINSULA TELEPHONE COMPANY
MICHIGAN CENTRAL BROADBAND COMPANY

VERIZON WIRELESS

By: _____
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By: 
Lance D. Murphy
Verizon Wireless
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ATTACHMENT A

**THIRD AMENDMENT TO THE
WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT BETWEEN UPPER PENINSULA TELEPHONE COMPANY,
MICHIGAN CENTRAL BROADBAND COMPANY, AND
THE VERIZON WIRELESS AFFILIATED ENTITIES**

This Third Amendment is to the Wireless Interconnection and Reciprocal Compensation Agreement between Upper Peninsula Telephone Company (UPTel) and Verizon Wireless, bearing an effective date of May 27, 2005.

WHEREAS, UPTel and Verizon Wireless are Parties to a Wireless Interconnection and Reciprocal Compensation Agreement that was arbitrated before the Michigan Public Service Commission (MPSC) in Case No. U-14678 (VZW Agreement);

WHEREAS, the MPSC issued an order on April 13, 2006, in Case No. U-14678, approving the VZW Agreement;

WHEREAS, UPTel and Verizon Wireless subsequently executed a First Amendment to the VZW Agreement, which was filed with the MPSC on January 19, 2009, and approved by the MPSC's February 3, 2009 Order in Case No. U-14678;

WHEREAS, UPTel, Michigan Central Broadband Company, and numerous Verizon Wireless and Alltel affiliated entities subsequently executed a Second Amendment to the VZW Agreement that added numerous Parties to the VZW Agreement, which was filed with the MPSC on April 16, 2010, and approved by the MPSC's May 17, 2010 Order in Case No. U-14678;

WHEREAS, subsequent to the above-described events, the Federal Communications Commission (FCC) issued its Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161) (*USF/ICC Transformation Order*), which addresses, among other matters, intercarrier compensation between local exchange carriers (LECs) and commercial mobile radio service (CMRS) providers for non-access intraMTA traffic; and

WHEREAS, the Parties to the VZW Agreement agree to revise the VZW Agreement in accordance with the *USF/ICC Transformation Order*;

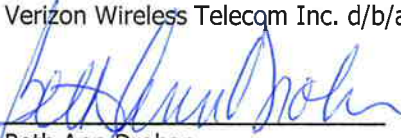


NOW, THEREFORE, in consideration of the mutual promises contained herein, the VZW Agreement shall be amended as follows:

1. Subject to approval by the MPSC of this Third Amendment, effective July 1, 2012, the Parties agree to exchange non-access intraMTA traffic between Verizon Wireless' CMRS network and UPTel's and MCBC's LEC networks pursuant to a bill-and-keep arrangement whereby neither Party charges the other for the transport and termination of the other's non-access intraMTA traffic.

2. The Parties agree that if the *USF/ICC Transformation Order* provisions addressing intercarrier compensation for non-access intraMTA traffic exchanged between CMRS and LEC networks and/or the *USF/ICC Transformation Order's* resulting regulations are reversed, revised, amended, suspended, invalidated, voided, or otherwise not given legal effect, the preceding paragraph shall be null and void.

3. This Third Amendment shall not modify or extend the effective date or term of the VZW Agreement, but rather shall be coterminous with the VZW Agreement. Except as modified herein, all other terms and conditions of the VZW Agreement shall remain unchanged and in full force and effect. In entering into this Third Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the VZW Agreement. The Parties will cooperate to file this Third Amendment with the MPSC.

[Signatures on the following page.]

<p>VERIZON WIRELESS</p> <p>Alltel Communications, LLC 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>Alltel Communications Wireless of Louisiana, Inc. d/b/a Verizon Wireless</p> <p>Alltel Communications Wireless, Inc. d/b/a Verizon Wireless</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> <p>Verizon Wireless Telecom Inc. d/b/a Verizon Wireless</p> <p> Beth Ann Drohan Area Vice President – Network</p>	<p>UPPER PENINSULA TELEPHONE COMPANY and MICHIGAN CENTRAL BROADBAND COMPANY</p> <p> David Hoover</p> <p> Date</p>
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