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November 20, 2008

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PUBLIC SERVICE
COMMISSION

VIA FEDERAL EXPRESS

Hon. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

Re: Filing of Amendment to Interconnection Agreement Between Ballard Rural Telephone Cooperative Corporation, Inc. and Verizon Wireless

Dear Ms. Stumbo:

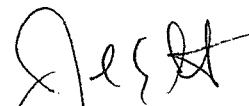
We have enclosed for filing an original and five (5) copies (including an electronic copy) of an "Amendment to Interconnection Agreement for Transport and Termination of Traffic Between Ballard Rural Telephone Cooperative Corporation, Inc. and Verizon Wireless." Please file stamp the fifth paper copy and return it to us in the enclosed envelope.

We respectfully request that the Public Service Commission of Kentucky (the "Commission") approve the enclosed amendment because it is consistent with the Commission's applicable orders, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and applicable Kentucky law.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

Enclosures

Hon. Stephanie Stumbo
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cc: Harlon E. Parker
Steven E. Watkins
Edward T. Depp, Esq.

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**AMENDMENT TO INTERCONNECTION AGREEMENT FOR TRANSPORT AND
TERMINATION OF TRAFFIC**

Between Ballard Rural Telephone Cooperative Corporation, Inc.

and

Verizon Wireless

This amendment ("Amendment") to the Interconnection Agreement for Transport and Termination of Traffic ("CMRS-LEC Agreement" or the "Agreement") is made and entered into on this 13 day of NOVEMBER, 2008, by and between Ballard Rural Telephone Cooperative Corporation, Inc. ("LEC") and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("CMRS Provider") (collectively, the "Parties" and each, individually, a "Party").

RECITALS:

WHEREAS, CMRS Provider and LEC entered into the Agreement, a copy of which is attached hereto as Exhibit 1, on May 29, 2008; and

WHEREAS, LEC and CMRS Provider wish to interconnect their networks by means of dedicated trunks as described in Section 1b of Appendix A to the Agreement.

WHEREAS, CMRS Provider desires to use a third party to bring facilities to the IP.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT:

1. Undefined Terms: Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement.

2. Location of the New Interconnection Point:

The Parties agree to interconnect via dedicated trunks pursuant to Section 1b of Appendix A to the Agreement, and to establish an Interconnection Point at the following location:

645 W 6th Street, La Center, KY 42056

CLLI Code: LACTKYXA02T

3. Interconnection Point Between the Parties: CMRS Provider may utilize the facilities of a third party network facilities provider ("Third Party Facilities Provider") as the means to establish the above IP. For the purposes of the Agreement, the specified third party network facilities are considered to be the facilities of CMRS Provider.

4. Appointment of a Third Party Facilities Provider: CMRS Provider may appoint a Third Party Facilities Provider agent for the sole purpose of establishing, provisioning, maintaining and administering the facilities to the IP identified in Section 2 above. The authority granted to Third Party Facilities Provider is limited to interconnection with the public switched telephone network under the terms and conditions of the Agreement, including this amendment. The interconnection shall not be used for any other purpose.

5. Responsibility for Its Agents: CMRS Provider acknowledges responsibility for its Third Party Facilities Provider to the extent CMRS Provider's Third Party Facilities Provider acts on CMRS Provider's behalf. CMRS Provider shall be responsible for any and all costs associated with the utilization of Third Party Facilities Provider for all traffic exchanged under the Agreement. CMRS Provider's appointment of Third Party Facilities Provider does not relieve CMRS Provider of any of the obligations undertaken pursuant to the Agreement.

6. Notice of Appointment Required: CMRS Provider shall provide LEC with no less than ten (10) days prior written notice of its appointment of a Third Party Facilities Provider. Such notice shall include the full name of the authorized individual(s) and corresponding company being appointed as Third Party Facilities Provider by CMRS Provider. LEC will rely on this notice of appointment unless and until CMRS Provider provides LEC with at least three (3) days prior written notice that it is revoking the appointment. This notice, revoking the appointment of Third Party Facilities Provider, shall identify the name of the previously authorized individual(s) and corresponding company to be removed and provide an effective date of revocation.

7. Effective Date of this Amendment: As stated in Section 14.19 of the Agreement, this Amendment shall be effective and binding upon the Parties once written and duly signed by the Parties.

8. No Waiver: By entering into this Amendment neither Party waives any claims or arguments it has or may have with regard to the orders issued by the Commission in Case No. 2006-00216, and this Amendment has no impact on the pending appeal of those Commission orders.

Approved and executed this 13 day of NOVEMBER, 2008.

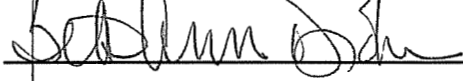
Ballard Rural Telephone Cooperative
Corporation, Inc.

By: 

Printed: HARLOW E PARKER

Title: GENERAL MGR + CEO

Cellco Partnership d/b/a Verizon Wireless,
GTE Wireless of the Midwest Incorporated,
and Kentucky RSA No. 1 Partnership

By:  10/23/08

Printed: Beth Ann Drohan

Title: Area Vice President - Network