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June 19, 2012

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JUN 19 2012

PUBLIC SERVICE
COMMISSION

VIA OVERNIGHT DELIVERY

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfurt, Kentucky 40601

Re: In the Matter of the Wireless Traffic Exchange Agreement between TDS Telecom (Leslie County Telephone Company, Lewisport Telephone Company, and Salem Telephone Company) and New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership; Case No. 00922-AI

Dear Mr. Derouen:

Enclosed for filing are the original and four (4) copies of the **First Amendment** to the Wireless Traffic Exchange Agreement (Agreement) between TDS Telecom, including Leslie County Telephone Company, Lewisport Telephone Company, and Salem Telephone Company (TDS Telecom) and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T Mobility) and Cincinnati SMSA Limited Partnership. The First Amendment (First Amendment) is the result of voluntary negotiations among the parties, pursuant to the Telecommunications Act of 1996 (the Act) and is being submitted to the Kentucky Public Service Commission (the Commission) for approval pursuant to section 252(e) of the Act.

AT&T Mobility requests that the Commission approve the First Amendment within ninety (90) days of its submission, as required by the Act, and states as follows:

1. The Commission approved the Agreement in an Order issued September 1, 2007 in Case No. 00911-AI;
2. Since the approval of the Agreement, the parties executed the First Amendment. The First Amendment, fully executed as of May 29, 2012, amends the Agreement to comply with the Federal Communications Commission's order released December 23, 2011 pertaining to bill-and-keep arrangements.

The parties respectfully submit that, pursuant to section 252(e)(2) of the Act, there is no basis for rejection of the First Amendment because the First Amendment:

- a) Does not discriminate against a carrier not a party to the First Amendment; and
- b) Is consistent with the public interest, convenience and necessity.

Very truly yours,

Delia A. Di Vito

cc: Jeni White, TDS Telecom

enclosures

First Amendment to Wireless Traffic Exchange Agreement

This is an Amendment ("Amendment") to the Wireless Traffic Exchange Agreement between the TDS Telecommunications Corporation affiliates or subsidiaries identified on Appendix A ("TDS TELECOM") and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Services ("CMRS") operating affiliates, operating as AT&T Mobility hereinafter ("AT&T Mobility"), jointly as the Parties.

WHEREAS the Parties or their predecessors in interest, previously entered into an Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. 251/252 dated September 1, 2007 and approved by the Kentucky Public Service Commission on October 30, 2007 in Docket No. 00922-AI.

WHEREAS on November 18, 2011, the Federal Communications Corporation ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting new rules for Intercarrier Compensation for Wireless Traffic ("*USF/ICC Transformation Order*¹"). A subsequent Order on Reconsideration was released December 23, 2011 modifying two aspects of the *USF/ICC Transformation Order*.

WHEREAS the rules outlined in the *USF/ICC Transformation Order* constitute a change of law.

WHEREAS, 47 C.F.R. § 20.11 and § 51.700 - § 51.715 have been amended to provide that intercarrier compensation for non-access traffic exchanged between LECs and CMRS providers will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012.

NOW THEREFORE, in consideration of the Order and change of law provision in the Agreement, Appendix C, Rates and Factors shall be amended as follows:

RECIPROCAL COMPENSATION RATES

\$/MOU

Transport and Termination

Bill and Keep*

*From July 1, 2012, forward, all non-access traffic exchanged between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

¹See *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (*USF/ICC Transformation Order*).

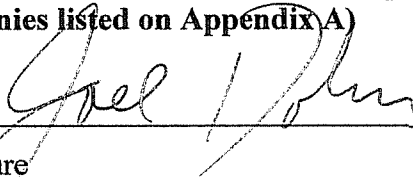
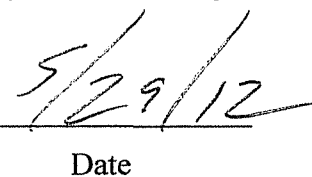
IN ADDITION, the parties mutually agree to add the following to Section IV, Billing:

7. "Intermediary Traffic" is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party. In the event that "Intermediary Traffic" which is subject to tariffed access charges under the FCC's Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, each Party agrees that it will pay the applicable access compensation to the terminating Party for any and all such traffic it sends as an intermediate carrier.

Except as expressly set forth herein, the remaining terms and conditions of the Agreement shall remain in full force and effect without change. This Amendment shall be effective as of July 1, 2012 and shall remain effective as long as the Agreement remains effective between the parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

By: TDS Telecommunications Corporation (not individually but as agent for the companies listed on Appendix A)


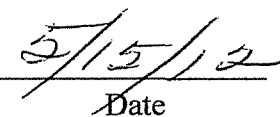
 

Signature Date

Printed Name and Title:

Joel Dohmeier
Director Regulatory Revenue, Strategy & Compliance

By: New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates d/b/a AT&T Mobility

Signature Date

Printed Name and Title:

Sheila M. Paananen
Lead Carrier Relations Manager

Signature Page to Amendment between TDS Telecommunications Corporation (KY Cos.) and AT&T Mobility effective the 1st day of July, 2012

Appendix A

Leslie County Telephone Company

Lewisport Telephone Company

Salem Telephone Company