



Legal Counsel.

DINSMORE & SHOHL LLP
101 South Fifth Street ^ Suite 2500 ^ Louisville, KY 40202
www.dinsmore.com

Edward T. Depp
(502) 540-2347 (Direct Dial)
tip.depp@dinsmore.com

RECEIVED

OCT 05 2012

PUBLIC SERVICE
COMMISSION

October 4, 2012

Via Federal Express

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

*Re: Amendment to the Traffic Exchange Agreement between North Central
Telephone Cooperative Corporation, Inc. and Verizon Wireless*

Dear Mr. Derouen:

Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the fully-executed amendment to the traffic exchange agreement ("Agreement") between North Central Telephone Cooperative Corporation, Inc. and Alltel Communications LLC, Cellco Partnership, Verizon Wireless Tennessee Partnership, by Cellco Partnership, its general partner, collectively, d/b/a Verizon Wireless. In addition, we have enclosed an electronic copy in .pdf format.

We respectfully request that the Commission approve this amendment to the traffic exchange agreement on an expedited basis.

Please return a file-stamped copy of the amendment to the traffic exchange agreement in the enclosed self-addressed, stamped envelope.

Sincerely,

DINSMORE & SHOHL LLP

Edward T. Depp

JES/kwi
Enclosures

**Amendment to the Traffic Exchange Agreement between Verizon Wireless and North
Central Telephone Cooperative Corporation, Inc.**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement between the entities listed on the signature page d/b/a Verizon Wireless ("Verizon Wireless") and North Central Telephone Cooperative Corporation, Inc. ("North Central"), a Tennessee Corporation, (collectively, the "Parties").

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. 251/252 that was approved by the Tennessee Regulatory Authority on April 5, 2010 (the "Agreement"); 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 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 arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS, Verizon Wireless desires to conform the Intra-MTA compensation arrangements memorialized in the Agreement with these aforementioned FCC orders of November 18, 2011 and December 23, 2011

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 desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

NOW THEREFORE, in consideration of the premises and the mutual terms and 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.

AGREEMENT

1. From July 1, 2012, forward, all Intra-MTA traffic 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 Intra-MTA traffic.

2. This amendment shall be effective July 1, 2012.

3. In the event the Federal Communications Commission (or a court with jurisdiction over the matter) determines that the bill-and-keep exchange of Intra-MTA traffic should be vacated or applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified by operation of law to reflect the subsequent date specified by the Federal Communications Commission.

If the bill-and-keep effective date is determined to be vacated or modified after the time that the Parties have moved to bill-and-keep pursuant to the terms of this Amendment, the Parties will true-up the rates retroactively to July 1, 2012 (if the bill and keep treatment is vacated) or back to the changed date that bill-and-keep was to become effective (if the effective date is modified). For purposes of any true-up calculations to be performed pursuant to this Amendment, the reciprocal compensation rate to be used for those periods when bill-and-keep was not in effect shall be the rate set forth in the Parties underlying Agreement, as drafted prior to this Amendment.

To the extent warranted by any further determination by the Federal Communications Commission (or a judicial stay or court-ordered vacatur or other modification or clarification of the USF/ICC Reform Order), the Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such subsequent action, and within a reasonable time incorporate such modified terms and conditions in writing into this Agreement.

4. This amendment shall remain effective as long as the Agreement remains effective between the Parties.

5. The provisions of this Amendment may not be amended, modified, or supplemented without the written consent thereto by both Parties' authorized representatives.

6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

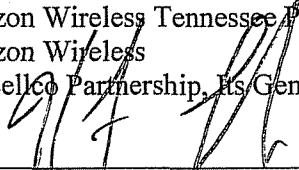
The Parties, intending to be legally bound hereby, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Alltel Communications LLC d/b/a Verizon
Wireless

North Central Telephone Cooperative Corporation,
Inc.

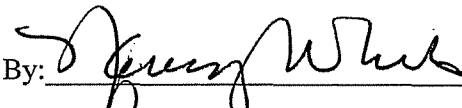
Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless Tennessee Partnership d/b/a
Verizon Wireless
By Cellco Partnership, its General Partner

By: 
Hans Leutenegger

Title: Area Vice President - Network

Date: 9/14/12

By: 
Title: President

Date: 9/24/2012