

**Scott Terry**  
Sr. Negotiator & Account Manager

**Windstream Communications**  
4001 Rodney Parham Road  
Mailstop: 1170 B1F2-12A  
Little Rock, AR 72212  
t: 501.748.5397  
f: 501.748.6583  
[scott.a.terry@windstream.com](mailto:scott.a.terry@windstream.com)

RECEIVED  
JAN 21 2014  
PUBLIC SERVICE  
COMMISSION

--Via Federal Express --

January 17, 2014

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

Ref 01147

Re: Amendment to Interconnection Agreement between New Cingular Wireless PCS, LLC  
d/b/a AT&T Mobility and Windstream Kentucky East, LLC

Dear Mr. Derouen,

Please find enclosed for filing with the Kentucky Public Service Commission, one original, one copy, and an electronic version in PDF format of an amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and Windstream Kentucky East, LLC that was approved by the Kentucky Public Service Commission effective October 30, 2012 in Case No. 2009-00246.

If you would, please ensure filing of this amendment with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,



Scott Terry

Enclosures

Amendment 1 to  
Commercial Mobile Radio Services  
Interconnection Agreement

Between

Windstream Kentucky East, LLC

And

New Cingular Wireless PCS, LLC D/B/A AT&T Mobility

For

Kentucky

This is an Amendment ("Amendment") to the Interconnection Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and Windstream Kentucky East, LLC ("Windstream"). AT&T Mobility and Windstream are hereafter referred to collectively as the "Parties."

**WHEREAS**, the Parties previously entered into an Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252, filed with and approved by the Kentucky Public Service Commission; and

**WHEREAS**, the Parties wish to amend the "Agreement;"

Now, therefore, in consideration of the terms and conditions contained herein, AT&T Mobility and Windstream hereby mutually amend the Agreement as follows:

1. Part A, Section 15.1 is amended by deleting:

with a copy to:	AT&T Services, Inc. 7125 Columbia Gateway Drive Columbia, MD 21046 Attn: Ola Oyefusi Phone: 301-422-8950 Email: oo4743@att.com
-----------------	-----------------------------------------------------------------------------------------------------------------------------------------------

2. Part F, Sub-sections 1.1 through 1.6 are deleted and replaced with the following:

1.1 At any time after the Effective Date but not more frequently than twice per calendar year, Windstream may require AT&T Mobility to perform and provide to Windstream a traffic study based on traffic originated by AT&T Mobility that is terminated to Windstream. The Methodology for such study shall be as follows:

1.1.1 Within five (5) business days of receipt of the requirement, Windstream representatives and AT&T Mobility representatives will meet via conference call to determine the time period of the study, which shall be no shorter than one (1) calendar day and no longer than fourteen (14) calendar days. The Parties shall agree on the time and length of the study, which shall not include holidays or other anomalies that might skew the results. AT&T Mobility is required to provide the study and all supporting detail to Windstream within forty-five (45) calendar days of receipt of the requirement. In the event of extraordinary demands placed upon the AT&T Mobility group that performs such traffic studies, the Parties will work together for a reasonable extension of the forty-five calendar days' requirement.

1.1.2 For the period involved, the study will show all interMTA traffic originated by AT&T Mobility and sent to Windstream for termination. The study will also show how AT&T Mobility routed all such interMTA traffic; i.e., whether such traffic was routed to Windstream via AT&T Mobility's Affiliate interexchange carrier or over local interconnection trunks.

1.1.3 AT&T Mobility will perform the study as follows:

- a) AT&T Mobility will create a Windstream subscriber phone number list, for the Windstream operating company(ies) involved in the study, and send the list to Windstream for approval.
- b) Using the phone number list approved by Windstream, AT&T Mobility will analyze its call detail records (CDRs) for the study period to determine all interMTA traffic sent to Windstream;
- c) AT&T Mobility will then analyze all interMTA CDRs with its internal network software to determine the routing of each call and the total minutes of use of interMTA traffic routed over local interconnection trunks.

1.1.4 Upon request, AT&T Mobility will provide to Windstream all underlying data used in the study.

1.1.5 AT&T Mobility may use any other study methodology mutually agreed to by the Parties.

1.2 If the parties mutually agree to the results of the study and underlying data, and the study described above demonstrates that the factor of interMTA traffic received by Windstream from AT&T Mobility over local interconnection trunks is different than the then current interMTA factor listed in Attachment 1: Price List, then the Parties will, in good faith, negotiate a new interMTA factor for wireless-originated traffic to

apply to wireless-originated traffic received by Windstream from AT&T Mobility. For the initial traffic study requested by Windstream, the new factor for wireless-originated traffic will be incorporated into this agreement by amendment in Attachment 1 and will apply retroactively to the effective date of this Agreement, or retroactively one year from the date the amendment is executed, whichever period is shorter. However, in the event it takes the Parties more than a year, measured from the date of Windstream's request for a study, to reach resolution on a factor and amendment, such factor and amendment shall apply retroactively to the date of Windstream's request for a study. For any subsequent traffic study requested by Windstream, the resulting factor will be incorporated into this agreement by amendment in Attachment 1 and will apply retroactively to the date of Windstream's request, or retroactively one year from the date the amendment is executed, whichever period is shorter. However, in the event it takes the Parties more than a year, measured from the date of Windstream's request for a study, to reach resolution on a factor and amendment, such factor and amendment shall apply retroactively to the date of Windstream's request for the subsequent study.

- 1.3 If the interMTA factor, pursuant to the above methodology, is greater than zero, AT&T Mobility will pay terminating access charges, for the factor of wireless traffic sent to Windstream by AT&T Mobility through local interconnection trunks, at the applicable Windstream tariffed terminating access rate, with 50% of such interMTA traffic being billed at Windstream's intrastate tariffed terminating access rates and 50% being billed at Windstream's interstate tariffed terminating access rates.
- 1.4 If the interMTA factor, pursuant to the above methodology, is modified, AT&T Mobility (after correcting the misrouting of calls) may request, no more frequently than twice per calendar year, that another round of traffic studies be performed pursuant to the above methodology. If the new round of studies shows that the interMTA factor has changed from the then current factor shown in Attachment 1: Price List, the Parties will, in good faith, negotiate a new interMTA factor for wireless-originated traffic to apply to wireless-originated traffic received by Windstream over local interconnection trunks. The new factor for wireless-originated traffic will be incorporated into the Agreement by amendment in Attachment 1: Price List and will apply prospectively from the date AT&T Mobility requests the new round of studies. However, in the event it takes the Parties more than a year, from the date AT&T Mobility provides its study to Windstream, to reach resolution on a factor and amendment, such factor and amendment shall apply retroactively to the date AT&T Mobility provides its new study to Windstream.

3. Attachment 1 is deleted entirely and replaced with the following:

**ATTACHMENT 1 – PRICE LIST**

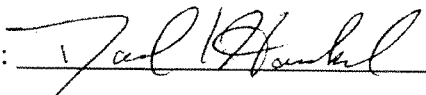
<b>Description</b>	<b>Windstream Kentucky East, LLC</b>
<b>InterMTA Factor (Applies only to traffic originating from Carrier and terminating to Windstream)</b>	3.0%
Windstream InterMTA Rate (Applies to all interMTA traffic to be billed by Windstream)  Section C charges will be based on Windstream's Originating Access Rates  Section F charges will be based on Windstream's Terminating Access Rates	50% of InterMTA Traffic shall be deemed interstate and shall be billed at Windstream's then current interstate access service tariff rate/s, and 50% of InterMTA Traffic shall be deemed intrastate and shall be billed at Windstream's then current intrastate access service tariff rate/s

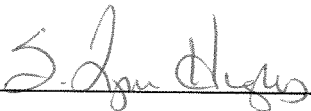
4. This Amendment shall be effective January 1, 2014.
5. This Amendment shall remain effective as long as the Agreement remains effective between the Parties unless replaced by a subsequent amendment.
6. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
7. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

**IN WITNESS WHEREOF**, each of the Parties has caused this Amendment to be executed by its duly authorized representatives.

**New Cingular Wireless PCS, LLC**

**Windstream Kentucky East, LLC**

By: 

By: 

Name: David Handal

Name: S. Lynn Hughes

Title: Director Financial Analysis

Title: Director - Interconnection

Date: 12/16/2013

Date: 12-18-13