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April 17, 2014

**RECEIVED**

**APR 21 2014**

**PUBLIC SERVICE  
COMMISSION**

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Commercial Amendments Placed on File at the Commission

Dear Mr. Derouen:

Attached to this cover letter is an electronic receipt notification of:

- (1) a Commercial Remove Transit Traffic Service Amendment between AT&T Kentucky and New Cingular Wireless PCS, LLC.

This document was filed with the Commission on April 17, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Very truly yours,

Michael D. Karno

MDK/tbd  
Enclosure

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH  
CAROLINA AND AT&T TENNESSEE**

**AND**

**NEW CINGULAR WIRELESS PCS, LLC**



Signature: eSigned - Shelia Paanannen

Signature: eSigned - William A. Bockelman

Name: eSigned - Shelia Paanannen  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: Lead Carrier Relations Manager  
(Print or Type)

Title: Director  
(Print or Type)

Date: 04 Apr 2014

Date: 07 Apr 2014

**New Cingular Wireless PCS, LLC**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent**

|             |              |
|-------------|--------------|
| Description | ACNA Code(s) |
| ACNA(s)     | AWL, SBM     |

**AMENDMENT  
TO THE  
COMMERCIAL AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH  
CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE  
AND  
NEW CINGULAR WIRELESS PCS, LLC**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service Affiliates listed in Attachment A (referred to as "CARRIER"), and BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T"). AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, CARRIER and AT&T are Parties to a certain Commercial Transit Traffic Service Agreement pursuant to which AT&T provides Transit Traffic Service dated May 21, 2008 and as subsequently amended (the "Agreement"); and

**NOW, THEREFORE**, AT&T and CARRIER agree to amend the Agreement as follows:

1. This Amendment removes the following state(s) from the Agreement: Kentucky and North Carolina. AT&T will provide Transit Traffic Service under the terms of the Interconnection Agreement between CARRIER and AT&T under Sections 251 and 252 of the Communications Act of 1996 ("Interconnection Agreement") in those states.
2. The Parties agree to delete the Transit Traffic Service Appendix Pricing in its entirety.
3. The Parties agree to add as Parties to the Agreement New Cingular's Commercial Mobile Radio Service Affiliates attached hereto in Exhibit A (Attachment A to the Agreement).
4. The Parties agree to add sections 6.2 and 6.3 to Section 6, Transit Traffic Rate Application of the Transit Traffic Service Attachment as follows:
  - 6.2 Tiered pricing ("MOU Quantity Rate") for Transit Traffic Service for states that are subject to this Agreement ("MOU Transit States") will be determined by the traffic volumes for transit traffic aggregated on an annual basis for the following 21 states:

Alabama  
Arkansas  
California  
Florida  
Georgia  
Illinois  
Indiana  
Kansas  
Kentucky  
Louisiana  
Michigan  
Mississippi  
Missouri

Nevada  
 North Carolina  
 Ohio  
 Oklahoma  
 South Carolina  
 Tennessee  
 Texas  
 Wisconsin

6.3 Pursuant to this Agreement, AT&T will bill and CARRIER will pay the "Transit rate per MOU (20 - 35B MOUs annually)" rate as indicated in the Transit Traffic Service Pricing for transit services. One year from the Effective Date of the Agreement, the aggregate number of transit MOUs for the 21 states listed above will be determined in order to apply the MOU Quantity Rate. If the aggregate number of transit MOUs for the 21 states is at least 15 Billion but less than 20 Billion MOUs, then the "Transit rate per MOU (At least 15B and <20B annually)" rate as indicated in the Transit Traffic Service Pricing Sheet will apply to the MOUs for the MOU Transit States, and AT&T will bill and CARRIER will pay a true up amount calculated as "Transit rate per MOU (At least 15B and <20B annually)" minus "Transit rate per MOU (20 - 35B MOUs annually)" multiplied by the total transit MOUs for the MOU Transit states. If the aggregate number of transit MOUs is greater than 35 Billion MOUs for the 21 states, then the "Transit rate per MOU (> 35B MOUs annually)" rate as indicated in the Transit Traffic Service Pricing Sheet will apply to the transit MOUs for the MOU Transit States and AT&T will true-up the amount calculated as "Transit rate per MOU (20 - 35B MOUs annually)" minus "Transit rate per MOU (> 35B MOUs annually)" multiplied by the total transit MOUs for the MOU Transit States and apply a credit adjustment on a per BAN per state basis, unless mutually agreed otherwise. A true-up will be calculated each year thereafter on the anniversary date of the last true-up. If the aggregate number of transit MOUs for the 21 states is less than 15 Billion, then the default "Transit rate per MOU (< 15B MOUs annually)" rate as indicated in the Transit Traffic Service Pricing Sheet will apply in each state subject to this Agreement.

5. The Parties agree to add the Transit Traffic Service rate(s) reflected in the Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Sheet, Exhibit B.
6. The Parties agree to replace the language in Section 14.0 Notices with the following:

#### 14.0 Notices

14.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

14.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

14.1.2 delivered by facsimile provided CARRIER and/or AT&T has provided such information in Section 14.3 below.

14.1.3 delivered by electronic mail (email) provided CARRIER and/or AT&T has provided such information in section 14.3 below.

14.2 Notices will be deemed given as of the earliest of:

14.2.1 the date of actual receipt;

14.2.2 the next Business Day when sent via express delivery service;

14.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

14.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

14.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CARRIER by AT&T.

14.3 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT        | CARRIER CONTACT                                    |
|-----------------------|--|
| NAME/TITLE            | Senior Contracts Manager                           |
| STREET ADDRESS        | 1277 Lenox Park Blvd. Suite 4A42                   |
| CITY, STATE, ZIP CODE | Atlanta, GA 30319                                  |
| PHONE NUMBER*         | 425-241-2751                                       |
| EMAIL ADDRESS         | <a href="mailto:sp1484@att.com">sp1484@att.com</a> |

|                       | AT&T CONTACT   |
|-----------------------|--|
| NAME/TITLE            | Contract Management<br>ATTN: Notices Manager                         |
| STREET ADDRESS        | 311 S. Akard St., 19th floor<br>Four AT&T Plaza                      |
| CITY, STATE, ZIP CODE | Dallas, TX 75202-5398  |
| FACSIMILE NUMBER      | (214) 464-2006   |
| EMAIL ADDRESS         | The current email address as provided on AT&T's Prime Access website |

\*Informational only and not to be considered as an official notice vehicle under this Section.

14.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 14.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

14.5 AT&T communicates official information to CARRIERS via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

7. The Parties agree to add Section 8.1.8, Joint and Several Liability language to the General Terms and Conditions as follows:

8.1.8. Joint and Several Liability

8.1.8.1 In the event that CARRIER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CARRIER's company codes or identifiers, all such entities shall be jointly and severally liable for CARRIER's obligations under this Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
9. This Agreement for Kentucky and North Carolina shall terminate for each of those states on the date the applicable State Commission approves an amendment to the Interconnection Agreement under which AT&T will provide Transit Traffic Service pursuant to an Interconnection Agreement between CARRIER and AT&T.
10. The effective date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").
11. AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.

**New Cingular's Commercial Mobile Radio Service Affiliates:**

ACADIANA CELLULAR GENERAL PARTNERSHIP

AT&T Mobility of Galveston LLC

AT&T Mobility Wireless Operations Holdings Inc.

CHATTANOOGA MSA LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #11 LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #16 LIMITED PARTNERSHIP

DECATUR RSA LIMITED PARTNERSHIP

FLORIDA RSA NO. 2B (INDIAN RIVER) LIMITED PARTNERSHIP

GEORGIA RSA NO. 3 LIMITED PARTNERSHIP

HOUMA-THIBODAUX CELLULAR PARTNERSHIP

LAFAYETTE MSA LIMITED PARTNERSHIP

Lake Mobility LLC

LOUISIANA RSA NO. 7 CELLULAR GENERAL PARTNERSHIP

LOUISIANA RSA NO. 8 LIMITED PARTNERSHIP

LUBBOCK SMSA LIMITED PARTNERSHIP

MADISON SMSA LIMITED PARTNERSHIP

MILWAUKEE SMSA LIMITED PARTNERSHIP

MISSOURI RSA 11/12 LIMITED PARTNERSHIP

MISSOURI RSA 8 LIMITED PARTNERSHIP

MISSOURI RSA 9B1 LIMITED PARTNERSHIP

NEW CINGULAR WIRELESS PCS, LLC

NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP

Ohio RSA 2 Limited Partnership d/b/a Alltel

Ohio RSA 5 Limited Partnership d/b/a ALLTEL

February 6, 2014



Exhibit A  
Attachment A

Ohio RSA 6 Limited Partnership d/b/a ALLTEL

Oklahoma City SMSA Limited Partnership

Oklahoma Independent RSA 7 Partnership

OKLAHOMA RSA 3 LIMITED PARTNERSHIP

OKLAHOMA RSA 9 LIMITED PARTNERSHIP

ORLANDO SMSA LIMITED PARTNERSHIP

Santa Barbara Cellular Systems, Ltd.

TEXAS RSA 18 LIMITED PARTNERSHIP

TEXAS RSA 19 LIMITED PARTNERSHIP

TEXAS RSA 20B1 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 7B1 LIMITED PARTNERSHIP

TEXAS RSA 9B1 LIMITED PARTNERSHIP

Texas RSA No. 2 Limited Partnership

TOPEKA SMSA LIMITED PARTNERSHIP

Tide Mobility LLC

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | AL    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | AL    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | AL    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | AL    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | FL    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | FL    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | FL    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | FL    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | GA    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | GA    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | GA    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | GA    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | LA    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | LA    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | LA    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | LA    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | MS    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | MS    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | MS    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | MS    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | SC    | TRANSIT | Transit rate per MOU (< 15B MOUs annually)            |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | SC    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | SC    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | SC    | TRANSIT | Transit rate per MOU (> 35B MOUs annually)            |                        |      |      | 0.002000                       |                                  |                                       | MOU      |

TRANSIT TRAFFIC SERVICE PRICING SHEETS

| Attachment | State | Product | Rate Element Description                              | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---------|---|------------------------|------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| Transit    | TN    | TRANSIT | Transit rate per MOU ( < 15B MOUs annually)           |                        |      |      | 0.004000                       |                                  |                                       | MOU      |
| Transit    | TN    | TRANSIT | Transit rate per MOU (At least 15B and <20B annually) |                        |      |      | 0.003400                       |                                  |                                       | MOU      |
| Transit    | TN    | TRANSIT | Transit rate per MOU (20 - 35B MOUs annually)         |                        |      |      | 0.002250                       |                                  |                                       | MOU      |
| Transit    | TN    | TRANSIT | Transit rate per MOU ( > 35B MOUs annually)           |                        |      |      | 0.002000                       |                                  |                                       | MOU      |