



Richard T. Howell
Area Manager – Regulatory Relations

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August 22, 2016

Ms. Talina R. Mathews
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Ms. Mathews:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties and to replace the Transit Traffic ("Transit Charge") rate to the current interconnection agreement between AT&T Kentucky and East Kentucky Network, LLC d/b/a Appalachian Wireless;
Reference No. 00157.

This document is being electronically filed with the Commission on August 22, 2016.
Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in black ink that reads "Richard T. Howell". The signature is written in a cursive, flowing style.

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY

AND

EAST KENTUCKY NETWORK, LLC D/B/A APPALACHIAN WIRELESS

Signature: eSigned - W.A. Gillum

Name: eSigned - W.A. Gillum
(Print or Type)

Title: General Manager and CEO
(Print or Type)

Date: 10 Aug 2016

East Kentucky Network, LLC d/b/a Appalachian
Wireless

Signature: eSigned - William A. Bockelman

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

Title: Director
(Print or Type)

Date: 11 Aug 2016

BellSouth Telecommunications, LLC d/b/a AT&T
KENTUCKY by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
EAST KENTUCKY NETWORK, LLC D/B/A APPALACHIAN WIRELESS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY, hereinafter referred to as "AT&T" and East Kentucky Network, LLC d/b/a Appalachian Wireless ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved July 7, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties; and

WHEREAS, the Parties agree to replace the Transit Traffic ("Transit Charge") rate.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to include the following definition of IntraMTA Traffic:
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the Carrier's End User. All references to Local Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
3. The Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties. This provision does not apply to transit traffic.
4. The Parties agree to remove terminating InterMTA Traffic rate(s) and to replace the rates for Mobile to Land Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Attachment B1.1 of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachment B1.1 shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
6. The Parties agree to replace the Transit Traffic ("Transit Charge") rate with the rate contained in Exhibit A attached hereto.
7. The Parties agree to replace Section XXIX from the Agreement with the following language:

XXIX. Notices

XXIX.1 Notices given by Carrier to AT&T 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:

XXIX.1.1 delivered by electronic mail (email).

XXIX.1.2 delivered by facsimile.

XXIX.2 Notices given by AT&T to the Carrier 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:

XXIX.2.1 delivered by electronic mail (email) provided Carrier has provided such information in Section XXIX.4 below.

XXIX.2.2 delivered by facsimile provided Carrier has provided such information in Section XXIX.4 below.

XXIX.3 Notices will be deemed given as of the earliest of:

XXIX.3.1 the date of actual receipt.

XXIX.3.2 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.

XXIX.3.3 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.

XXIX.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	Carrier CONTACT
NAME/TITLE	W.A. Gillum, General Manager and CEO
STREET ADDRESS	101 Technology Trail
CITY, STATE, ZIP CODE	Ivel, KY 41642
PHONE NUMBER*	606.477.2355 ext. 1000
FACSIMILE NUMBER	606.874.7551
EMAIL ADDRESS	wagillum@ekn.com
with copy to:	
NAME/TITLE	Lynn Haney, Regulatory Compliance Director ATTN: Regulatory Compliance Department
STREET ADDRESS	101 Technology Trail
CITY, STATE, ZIP CODE	Ivel, KY 41642
PHONE NUMBER*	606.477.2355 ext. 1005
FACSIMILE NUMBER	606.339.1363
EMAIL ADDRESS	compliance@ekn.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

XXIX.5 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 XXIX. 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.

XXIX.6 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.

8. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
9. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
14. For Kentucky: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

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
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk
2MR-AT	KY	Transit Traffic Service	Local Intermediary Charge, composite, per MOU				\$ 0.00225			MOU