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December 6, 2012

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

Re: Filing of Amendment and Agreement

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment and Agreement. The documents have been electronically filed with the Commission.

Bluegrass Cellular, Inc.
Interconnection Amendment
Case No. 00640

Capital Communications Consultants, Inc.
Interconnection Agreement
Case No. 00597

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Mary K. Keyer

Enclosure

1051790

**AMENDMENT TO THE AGREEMENT
BETWEEN
BLUEGRASS CELLULAR INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Bellsouth Telecommunications, LLC d/b/a AT&T Kentucky hereinafter referred to as "AT&T" (previously referred to as "BellSouth Telecommunications, Inc.") and Bluegrass Cellular Inc. ("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 Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved July 25, 2003 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.

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

1. 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, Customer or customer of AT&T and the Carrier's end user, Customer or customer. All references to Local Traffic and/or local traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, 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.
3. The Parties agree to replace the rates for CMRS Local Interconnection Rates Per Minute of Use and the Mobile to Land Trunk Usage for Type 2A, Type 1 and Type 2B in Attachment B 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 B shall remain the same.
4. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
5. Although this Amendment shall be effective on July 1, 2012 between Carrier and AT&T, there shall be no retroactive application of any provision of this Amendment prior to the Effective Date in the case of an adoption by another carrier of Carrier's agreement and this Amendment.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Bluegrass Cellular Inc. acting as agent for and
on behalf of Kentucky RSA 3 Cellular General
Partnership, Kentucky RSA4 Cellular General
Partnership and Cumberland Cellular Partnership

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

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

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

State	ACNA	CLEC OCN
KENTUCKY	BLU	3106, 3107, 3108

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