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RECEIVED

JUN 29 2012

**PUBLIC SERVICE
COMMISSION**

--Via Federal Express --

June 28, 2012

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

CASE
2012-00284

REF: 01050

Re: Amendment to Interconnection Agreement between West Virginia PCS Alliance, L.C.
d/b/a NTELOS 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 West Virginia PCS Alliance, L.C. d/b/a NTELOS and Windstream Kentucky East, LLC that was approved by the Kentucky Public Service Commission effective September 8, 2008 per PSC Reference No. 01050.

Please note that this amendment effectuates the change of law regarding compensation for wireless intraMTA traffic which was promulgated in the FCC's ICC/USF Reform Order (FCC 11-161).

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,

A handwritten signature in black ink that reads "Scott Terry". The signature is fluid and cursive, with the first name "Scott" and last name "Terry" clearly legible.

Scott Terry

Enclosures

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT
between
WINDSTREAM KENTUCKY EAST, LLC
AND
WEST VIRGINIA PCS ALLIANCE, L.C. D/B/A NTELOS
FOR THE COMMONWEALTH OF KENTUCKY

This Amendment No. 1 (the "Amendment"), by and between West Virginia PCS Alliance, L.C. d/b/a NTELOS, a Virginia limited liability company ("NTELOS") with its principal place of business at 1154 Shenandoah Village Dr, Waynesboro VA 22980, and Windstream Kentucky East, LLC, a Delaware limited liability company ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. (NTELOS and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). The effective date of this Amendment (the "Amendment Effective Date") will be July 1, 2012 unless the provisions of Section XV (C) of FCC Order 11-161 are stayed, revoked or otherwise not in effect, in which case this Amendment shall be null and void. This Amendment covers services in the commonwealth of Kentucky.

WITNESSETH:

WHEREAS, NTELOS and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was approved by the Kentucky Public Service Commission effective September 8, 2009 per PSC Reference No. 01050 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Replace all references to "Carrier" with "NTELOS".
2. Amendment to the Agreement
 - 2.1 Part A – Definitions, Section 1.23 is deleted and replaced in its entirety with the following:

"Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged directly or indirectly between Windstream and NTELOS that at the beginning of the call originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Windstream's landline retail end user calling scope or interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas, except that Windstream agrees to provide local dialing parity for calls to NTELOS's NPA/NXXs associated with Windstream's local and EAS calling scope. For purposes of this Agreement, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any

proceeding dealing with the compensation for Internet traffic. The origination or termination point for Windstream within the MTA shall be the end office that serves the calling or called party and for NTELOS, the origination and termination point within the MTA shall be the cell site that serves the calling or called party at the beginning of the call.

- 2.2 Part A – Definitions, Section 1.24 is deleted to replaced in its entirety with the following:

“Major Trading Area” (“MTA”) refers to the FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 2.3 Part B – General Terms and Conditions, Section 1.2 is deleted and replaced in its entirety with the following:

The Parties shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without mutual agreement. The Parties agree to cooperate in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service or interconnection arrangement.

- 2.4 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 4.2 is deleted and replaced in its entirety with the following:

Local Traffic. The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

- 2.5 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 4.2.1 and 4.2.1.1 are deleted in their entirety.

- 2.6 Part C – Interconnection and Reciprocal Compensation for Authorized Services, Section 6.1 is deleted and replaced in its entirety with the following:

Windstream is responsible for billing NTELOS for InterMTA Traffic that terminates on its network. For Indirect Traffic, NTELOS will provide the originating billing information to Windstream, if technically feasible. Except as provided in Part C, Section 4, if NTELOS cannot provide the originating billing information to Windstream, then Windstream must obtain the originating billing information from the third-party transit company. It is Windstream’s responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

- 2.7 Part C – Interconnection and Reciprocal Compensation for Authorized Services is amended to include the following as sections 7.0, 7.1, 7.2, 7.3, 7.4 and 7.5.

7.0 Tandem Transit Service

- 7.1 As used in this Section, tandem transit traffic is telephone exchange service traffic that originates on NTELOS's network, and is transported through a Windstream tandem to a CLEC, ILEC other than Windstream, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("a terminating carrier"), that subtends the relevant Windstream tandem to which NTELOS delivers such traffic. Neither the originating nor terminating customer of such traffic is a customer of Windstream with respect to such traffic. Subtending central offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched exchange access service traffic is not tandem transit traffic. Tandem transit traffic service is not available through a Windstream end office.

- 7.2 Tandem transit traffic may be routed over interconnection trunks. NTELOS shall deliver via ISUP signaling, including provision of Calling Party Number (CPN).
- 7.3 NTELOS shall pay Windstream for transit service that NTELOS originates at the appropriate rate specified in the Attachment 1 Price List.
- 7.4 NTELOS acknowledges that NTELOS is responsible for compensation, if any, to third parties to which Windstream transits NTELOS originated traffic to such third party as long as Windstream provides or otherwise makes available information to such third party to allow such third party to identify the traffic as being originated by NTELOS.
- 7.5 It is NTELOS's responsibility to make appropriate termination arrangements with any terminating carrier to which it delivers telecommunications service traffic that transits Windstream's tandem office. Until measurements show the total volume of NTELOS's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, NTELOS shall pay Windstream for transit service that NTELOS originates at the minimum rate for transit traffic as specified in Attachment 1 Price List. When measurements show the total volume of NTELOS's originated traffic transiting Windstream's tandems exceeds 500,000 minutes of use for (3) three consecutive months, NTELOS shall pay Windstream for transit service that NTELOS originates at the maximum rate for transit traffic as specified in Attachment 1 Price List. If the maximum rate for transit traffic is in effect and the total volume of NTELOS's originated traffic transiting Windstream's tandems falls below 500,000 minutes of use for (3) three consecutive months, NTELOS shall pay Windstream for transit service that NTELOS originates at the minimum rate for transit traffic as specified in Attachment 1 Price List. For purposes of this section, volumes of traffic and the applicable transit rate/s will apply separately to each Windstream operating company as identified in LERG.

2.8 Attachment 1 – Price List is deleted and replaced in its entirety the following:

ATTACHMENT 1 – PRICE LIST

Description	
Reciprocal Compensation	
2A Rate (per MOU)	N/A
2B Rate (per MOU)	N/A
Indirect Rate (per MOU)	N/A
Transit	
Minimum Rate	\$0.003
Maximum Rate	\$0.005
InterMTA Factor (Applies only to traffic originating from NTELOS and terminating to Windstream)	4%

Windstream Kentucky East – Lexington InterMTA Rate:	\$0.008805
Windstream Kentucky East – London InterMTA Rate:	\$0.009496

2.9 The attached Appendix: Excess Traffic is amended and incorporated to the Agreement


3.0 Miscellaneous Provisions

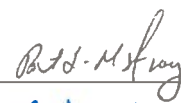
- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, 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 Section 3.
- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Kentucky East, LLC

West Virginia PCS Alliance, L.C. d/b/a NTELOS

By: 
 Printed: John P. Fletcher
 Title: EVP & General Counsel
 Date: June 27, 2012

By: 
 Printed: Robert L. McAvoy
 Title: Senior Vice President - Wireless
 Date: 6/15/12

Appendix: Excess Traffic

- 1.0 Any traffic terminated to Windstream by NTELOS for a given month that exceeds the monthly average of the previous twelve (12) months by more than 5% will be considered "Excess Traffic". Windstream shall bill and NTELOS shall pay for Excess Traffic at the interMTA rate listed in Attachment 1: Price List.
- 1.1 NTELOS is prohibited from routing traffic that is not wireless-originated traffic over the interconnection facilities. Traffic is wireless-originated where an end user subscribes to a wireless service and uses that service to initiate a call via a wireless handset. If Windstream determines that NTELOS is routing non-wireless-originated traffic over the interconnection facilities for termination to Windstream as NTELOS-originated traffic, Windstream shall bill and NTELOS shall pay Windstream the interMTA rate listed in Attachment 1: Price List for all such non-wireless minutes. Any non-wireless traffic is excluded from the calculation of Excess Traffic described in Section 1.0.
- 1.2 Notwithstanding Section 1.0, Excess Traffic shall not be subject to billing under any of the following conditions:
 - a) NTELOS begins providing service in a new market and NTELOS can reasonably attribute the Excess Traffic situation to such market launch. NTELOS must provide Windstream sufficient supporting information to justify that attribution, or;
 - b) NTELOS begins providing a new service in existing markets and NTELOS can reasonably attribute the Excess Traffic situation to such new service introduction. NTELOS must provide Windstream sufficient supporting information to justify that attribution, or;
 - c) NTELOS begins a new marketing/sales campaign and NTELOS can reasonably attribute the Excess Traffic situation. NTELOS must provide Windstream sufficient supporting information to justify that attribution, or;
 - d) NTELOS acquires a new wireless entity and NTELOS can reasonably attribute the Excess Traffic situation. NTELOS must provide Windstream sufficient information to justify that attribution.
- 1.3 If NTELOS disputes Windstream's classification and billing of traffic pursuant to section 1.0, NTELOS may initiate a billing dispute pursuant to Part B: General Terms and Conditions Section 19 of this Agreement. However, any billing dispute submitted per this section is invalid if the charges have not been paid by NTELOS.