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September 25, 2013

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Commercial Mobile Radio Service (CMRS) Interconnection Agreement
between NTELOS PCS North Inc. d/b/a NTELOS and The United Telephone
Company of Pennsylvania LLC d/b/a CenturyLink
Docket No. A-2013-2382524

Dear Secretary Chiavetta:

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink") submits this Letter for Approval for filing a true and correct Amendment No. 1 to the Commercial Mobile Radio Services ("CMRS") Interconnection Agreement between NTELOS PCS North Inc. d/b/a NTELOS ("NTELOS") and The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink.

The original agreement was filed with this Commission on September 5, 2013 and was given the above-referenced docket number.

A complete copy of this filing is simultaneously served via first class mail upon persons listed as proper recipients of notices to and on behalf of NTELOS. If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Sue Benedek".

Sue Benedek
Attorney ID No. 60451

ZEB/jh

Enclosures

cc: Director, Carrier Relations & Wireless Administration (*on behalf of NTELOS*)
President – Wireless (*on behalf of NTELOS*)

1st Amendment to the CMRS Interconnection Agreement

between

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

and

NTELOS PCS North Inc. d/b/a NTELOS

This 1st Amendment ("Amendment") is to the CMRS Interconnection Agreement between The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink ("CenturyLink") and NTELOS PCS North Inc. d/b/a NTELOS ("Carrier" or "NTELOS Wireless") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement with an Effective Date of September 1, 2013, for service in the State of Pennsylvania; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs effective 12/29/2011 ("FCC Order" or "Order"); and

WHEREAS, Carrier has requested to amend the Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, Carrier has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Order.

Effective Date

The Parties agree to implement the provisions of this Amendment effective September 1, 2013.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and Carrier have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

"NTELOS Wireless"

DocuSigned by:
Robert McAvoy
56434EDCF08641F...

Signature

Robert L. McAvoy
Name Printed/Typed

Senior Vice President - Wireless
Title

9/17/2013
Date

"CenturyLink"

05E9FC68BD57454...
L T Christensen
DocuSigned By: L. T. Christensen

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

9/18/2013
Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

1. General

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user.
- 1.3. Carrier agrees that it will only route traffic from its own wireless end users to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. In the event Carrier routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the ICA.

2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges (except as provided in Section 3.2.2); or
 - 2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for:
 - 2.2.1. Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

- 2.2.2. Common Transport for Indirect Traffic, as described in 3.3 below of this Amendment, which is originated by Carrier and terminated to CenturyLink. Such Common Transport rate shall be at the same rates that existed prior to the Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing Common Transport associated with Indirect Traffic.
3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment, in addition to the obligations contained in the Agreement, the Parties acknowledge and agree as follows:
 - 3.1. Points of Interconnection (POIs). Carrier must establish a minimum of one POI on CenturyLink's network within each LATA. Carrier shall establish additional POIs under the following circumstances:
 - 3.1.1. Carrier must establish a POI at each CenturyLink Tandem Switch in the LATA where it exchanges (i.e., receives or terminates) Non-Access Telecommunications Traffic with CenturyLink or where Carrier has NPA NXX codes rated within that tandem serving area.
 - 3.1.2. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, Carrier must establish a POI at that CenturyLink End Office within thirty (30) Days after total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed 250,000 MOU per month, or the one way traffic from either Party exceeds 100,000 MOU per month.
 - 3.1.3. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, Carrier must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem within thirty (30) Days after total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed 250,000 MOU per month, or the one way traffic from either Party exceeds 100,000 MOU per month.
 - 3.1.4. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, Carrier must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it exchanges (i.e., receives or terminates) Non-Access Telecommunications Traffic with CenturyLink.
 - 3.1.5. If Carrier has not established a POI within thirty (30) Days after exceeding the above-referenced threshold requirements, Carrier will reimburse CenturyLink for any transit charges incurred by CenturyLink on traffic that would have been exchanged through the POI. Carrier will also reimburse CenturyLink for any transport costs that would be Carrier's responsibility if the POI had been established as required. However, this

section does not release Carrier provider from establishing the additional POIs as required above.

3.2. Tandem Management.

3.2.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Carrier, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Carrier as a result of paragraph 999 of the FCC Order, then Carrier will either:

3.2.1.1. Establish direct interconnection with such third party; or

3.2.1.2. Pay the Transit charges for such traffic.

3.2.2. Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.

3.2.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of the Agreement, CenturyLink Transit Services are available solely at the CenturyLink Tandem providing the Transit Service for those third party carriers that are listed in the LERG as subtending that CenturyLink Tandem and are directly connected to the same CenturyLink Tandem.

4. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment, and this Amendment shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.