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July 12, 2007

VIA HAND DELIVERY

Hon. Eddie Roberson  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Knology of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 07-00172

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Knology of Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated effective December 17, 2004. The Amendment extends the Term of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Chad Wachter, Esq., Vice President & General Counsel  
Walt Sapronov, Esq., Gerry & Sapronov, LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Knology of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND KNOLOGY OF TENNESSEE, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Knology of Tennessee, Inc. ("Knology") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated effective December 17, 2004 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Knology and BellSouth state the following:

1. Knology and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Knology. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 14, 2005.

2. The parties have recently negotiated an Amendment to the Agreement which extends the Term of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Knology and BellSouth are submitting their Amendment to the TRA for its consideration

and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Knology within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Knology and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Knology and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 12<sup>th</sup> day of July, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 12<sup>th</sup> day of July, 2007:

Chad Wachter, Esq.  
Vice President & General Counsel  
Knology  
1241 O.G. Skinner Drive  
West Point, Georgia 31833

Walt Sapronov, Esq.  
Gerry & Sapronov, LLP  
Three Ravinia Drive, Suite 1455  
Atlanta, GA 30346

  
Guy M. Hicks

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.<sup>1</sup>  
AND  
Knology**

The Interconnection Agreement dated December 17, 2004 by and between BellSouth Telecommunications, Inc. ("BellSouth") and Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of South Carolina, Inc. and Knology of Tennessee, Inc. ("Knology") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, South Carolina and Tennessee is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 16, 2007 until December 16, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Knology, by BellSouth pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and (ii) Knology acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
5. This Amendment shall be filed with and is subject to approval by the Alabama, Florida, Georgia, Kentucky, South Carolina, and Tennessee Public Service Commissions and shall become effective "on the date of the last signature executing the Amendment"

Version: 04/23/07

<sup>1</sup> BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee as AT&T Alabama OR AT&T Florida OR AT&T Georgia OR AT&T Kentucky OR AT&T South Carolina OR AT&T Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.<sup>1</sup>**

Knology of Alabama, Inc., Knology of  
Florida, Inc., Knology of Georgia, Inc.,  
Knology of Kentucky, Inc., Knology of  
South Carolina, Inc. and Knology of  
Tennessee, Inc.

By: 

By: 

Name: Kristen Shore

Name: CHAD S. WACHTEN

Title: Director

Title: Vice President

Date: 5/17/07

Date: 5/17/07

<sup>1</sup> BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee as AT&T Alabama OR AT&T Florida OR AT&T Georgia OR AT&T Kentucky OR AT&T South Carolina OR AT&T Tennessee.