



Guy M. Hicks
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6301
F: 615-214-7406
gh1402@att.com

May 13, 2010

VIA HAND DELIVERY

filed electronically in docket office on 05/13/10

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

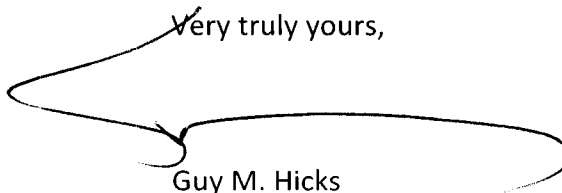
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Aeneas Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 10-00097

Dear Chairman Kyle:

In a recent review of its interconnection agreements, AT&T discovered that some amendments to existing agreements have not been filed with the Authority. Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Aeneas Communications, LLC*. The Amendments address branding/unbranding and LATAwide calling.

AT&T Tennessee respectfully requests that this matter be placed on the Authority's Conference Agenda.

Very truly yours,



Guy M. Hicks

801874



Proud Sponsor of the U.S. Olympic Team

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and Aeneas Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE AND AENEAS COMMUNICATIONS LLC**

COME NOW, Aeneas Communications LLC ("Aeneas") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Amendments to the Interconnection Agreement dated January 9, 2001 (the "Amendments"), negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Aeneas and AT&T state the following:

1. Aeneas and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Aeneas. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3, 2001.

2. Since that time, the parties have negotiated the following Amendments to the Agreement:

Branding/Unbranding
LATA Wide Calling

Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Aeneas and AT&T are submitting the Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments 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 Amendments between AT&T and Aeneas within 90 days of 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. Aeneas and AT&T aver that the Amendments are consistent with the standards for approval.

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

Aeneas and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE

By: 

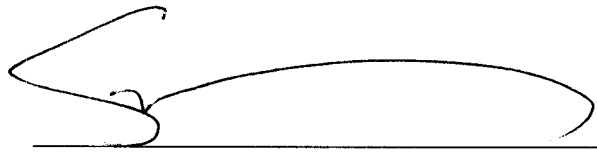
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

CERTIFICATE OF SERVICE

I hereby certify that on May 13, 2010, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Jonathan V. Harlan, CEO
Aeneas Communications, LLC
300 N. Cumberland St.
Jackson, TN 38301
Jharlan@aeneas.net



**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2, section 10 is augmented to added the following section:

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to Aeneas end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Aeneas to have its calls custom branded with Aeneas's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to Aeneas when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where Aeneas resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route Aeneas's end user calls to that provider through Selective Carrier Routing.

10.4.4 **For Use with an Unbundled Port**

- 10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Aeneas to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 10.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 10.4.4.3 Where available, Aeneas specific and unique line class codes are programmed in each BellSouth end office switch where Aeneas intends to serve end users with customized OS/DA branding. The line class codes specifically identify Aeneas's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Aeneas intends to provide Aeneas-branded OS/DA to its end users in these multiple rate areas.
- 10.4.4.4 BellSouth Branding is the Default Service Level.
- 10.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require Aeneas to order dedicated trunking from each BellSouth end office identified by Aeneas, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Aeneas Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Aeneas to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

- 10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Aeneas shall not be required to purchase dedicated trunking.
- 10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Aeneas must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Aeneas must submit a manual order form which requires, among other things, Aeneas's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Aeneas shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Aeneas's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Aeneas end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Aeneas applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Aeneas shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where Aeneas is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.
- 10.4.5 **For Facilities Based Carriers**
- 10.4.5.1 All Service Levels require Aeneas to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Aeneas requires service.
- 10.4.5.3 Directory Assistance customized branding uses:
- 10.4.5.3.1 the recording of Aeneas;

10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of Aeneas;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

2. All of the other provisions of the Agreement, dated January 9 , 2001, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC

Signature on File
Signature

Jonathan Haralan
Name

CEO
Title

12/11/2001
Date

BellSouth Telecommunications, Inc.

Signature on File
Signature

G. R. Follensbee
Name

Senior Director
Title

12/17/2001
Date

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AENEAS COMMUNICATIONS LLC AND
BELL SOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2, Section 4.1.3 is augmented with new subsections 4.1.3.2.1 through 4.1.3.2.6 as follows:
 - 4.1.3.2.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to Aeneas Communications LLC local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
 - 4.1.3.2.2 Provided that Aeneas Communications LLC purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Aeneas Communications LLC local end user, or originated by a BellSouth local end user and terminated to an Aeneas Communications LLC local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
 - 4.1.3.2.3 Where Aeneas Communications LLC purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Aeneas Communications LLC end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and

Aeneas Communications LLC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.1.3.2.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Aeneas Communications LLC the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
 - 4.1.3.2.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Aeneas Communications LLC shall not bill BellSouth originating or terminating switched access for such calls.
 - 4.1.3.2.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.
- 2. All of the other provisions of the Agreement, dated January 9 , 2001, shall remain in full force and effect.
 - 3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Aeneas Communications LLC

Signature on File
Signature

Jonathan Harlan
Name

CEO
Title

07/25/2001
Date

BellSouth Telecommunications, Inc.

Signature on File
Signature

Gregory R. Follensbee
Name

Senior Director
Title

8/1/2001
Date