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June 22, 2012

VIA HAND DELIVERY filed electronically in docket office on 06/22/12

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

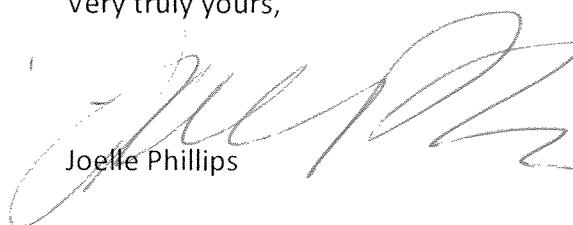
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Mobility and Ben Lomand Telephone Cooperative*
Docket No. 12-00062

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the
*Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Mobility and Ben Lomand Telephone Cooperative.*

AT&T Mobility respectfully requests that the Authority approve the Amendment.

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Mobility and Ben Lomand Telephone Cooperative*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN AT&T MOBILITY AND BEN LOMAND TELEPHONE COOPERATIVE**

AT&T Mobility ("AT&T") and Ben Lomand Telephone Cooperative ("Ben Lomand") file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Ben Lomand and AT&T state the following:

1. Ben Lomand 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 Ben Lomand.

2. The parties have recently negotiated an Amendment to the Agreement which makes bill-and-keep the default methodology for determining compensation for Intra-MTA traffic between the parties in compliance with recent FCC orders. 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, Ben Lomand and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Ben Lomand 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. Ben Lomand and AT&T aver that the Agreement is 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.

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

Respectfully submitted,

AT&T MOBILITY

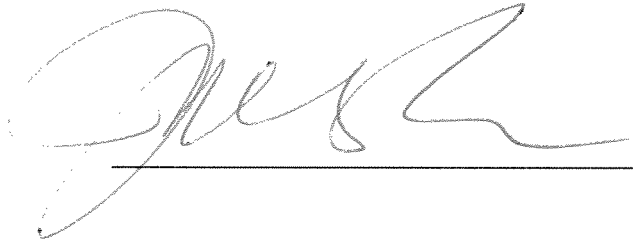
By: 
Joelle Phillips
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(615) 214-6311
Attorney for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Trevor Bonstetter, CEO
Ben Lomand Telephone Cooperative
311 N. Chancery St.
McMinnville, TN 37110
tbonn@tmsvcs.com



**Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and
Ben Lomand Telephone Cooperative, Inc.**

This is an Amendment ("Amendment") to the Interconnection Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and Ben Lomand Telephone Cooperative, Inc., jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS AT&T Mobility elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

AGREEMENT

NOW THEREFORE, in consideration of the premises and 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

1. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's Intra-MTA traffic.
2. This Amendment shall be effective July 1, 2012.
3. In the event the Federal Communications Commission determines that the bill-and-keep exchange of Intra-MTA traffic should be applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified to reflect the subsequent date specified by the Federal Communications Commission.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
5. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

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


**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

By: 
(Name)

Title: Lead Carrier Relations Manager

Date: 6/13/2012

Ben Lomand Telephone Cooperative, Inc.

By: 
(Name) Trevor R. Bonnstetter

Title: CEO

Date: 6/11/12