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July 11, 2012

VIA HAND DELIVERY

FILED ELECTRONICALLY IN DOCKET OFFICE ON 07/13/12

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

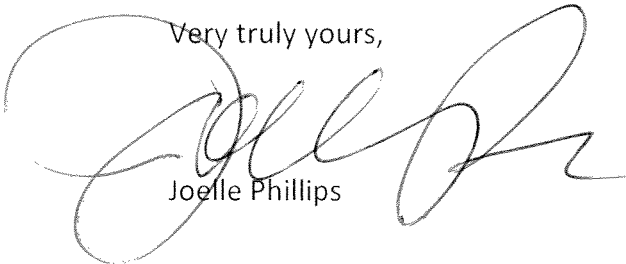
Re: *Approval of the Interconnection Agreement Negotiated by AT&T Tennessee  
and Advantage Cellular System, Inc.*  
Docket No. 12-00075

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the  
*Petition for Approval of the Interconnection Agreement Negotiated by AT&T Tennessee and  
Advantage Cellular System, Inc.*

AT&T Tennessee 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 Interconnection Agreement Negotiated by AT&T Tennessee and Advantage Cellular Systems, Inc.*

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

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED  
BETWEEN AT&T TENNESSEE AND ADVANTAGE CELLULAR SYSTEMS, INC.**

AT&T Tennessee ("AT&T") and Advantage Cellular Systems, Inc. ("Advantage") 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, Advantage and AT&T state the following:

1. Advantage and AT&T have 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 Advantage.

2. The parties have recently negotiated an Amendment to the Agreement which establishes bill-and-keep as the compensation arrangements for IntraMTA Traffic exchanged between the parties. 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, Advantage 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 Advantage 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. Advantage 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

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Nashville, Tennessee 37201-3300  
(615) 214-6311  
Attorney for AT&T

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ADVANTAGE CELLULAR SYSTEMS, INC.  
AND  
BELLSOUTH TELCOMMUNICATIONS, LLC DBA AT&T TENNESSEE**

This Amendment (the "Amendment") amends the BellSouth/CLEC Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Tennessee hereinafter referred to as "AT&T" (previously referred to as BellSouth Telecommunications, Inc.) and Advantage Cellular Systems, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and Carrier are parties to a BellSouth/CLEC Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved May 19, 1998 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to replace Section(s) with the following language:

**XIII.2.C Intervening Law**

XIII.2.C This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section XXI below. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2. The Parties agree to include the following definition of IntraMTA Traffic:

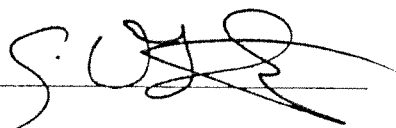
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user, end user customer, or customer of AT&T and the Carrier's end user, end user customer, or customer. All references to Local Traffic and/or local traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

3. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's

intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T 's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.

5. The Parties agree to replace the CMRS Local Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachment B-1 shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

**Advantage Cellular Systems, Inc.**

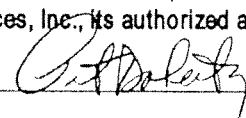
Signature: 

Name: Craig Gates  
(Print or Type)

Title: CEO  
(Print or Type)

Date: July 5, 2012

**BellSouth Telecommunications, LLC d/b/a AT&T Tennessee  
by AT&T Services, Inc., its authorized agent**

Signature: 

Name: Patrick Doherty  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 7-11-12

PRICING SHEET

EXHIBIT A  
CMRS PROVIDER /AT&T  
Appendix Pricing

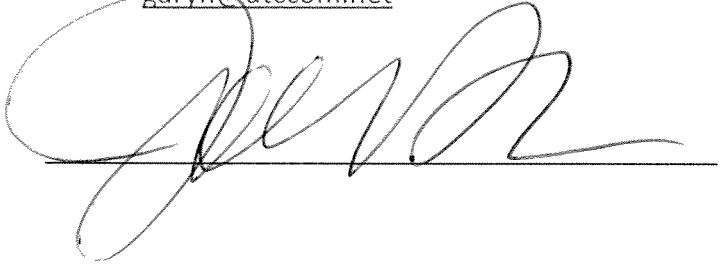
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSO		\$0.00			\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSSE		\$0.00			\$/DSO Trunk

**CERTIFICATE OF SERVICE**

I hereby certify that on July 11, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Gary Hancock, COO  
Advantage Cellular Systems, Inc.  
P. O. Box 457  
Alexandria, TN 37012  
[garyh@dtccom.net](mailto:garyh@dtccom.net)

A handwritten signature in black ink, appearing to read "Gary Hancock", is written over a horizontal line.