



Joelle Phillips  
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March 21, 2013

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

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated  
by AT&T Tennessee and ALEC, LLC*  
Docket No. 13-00053

Dear Chairman Allison:

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 AT&T Tennessee and ALEC, LLC* ("ALEC").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and ALEC 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. ALEC and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendments change the name of ALEC from ALEC, Inc. to ALEC, LLC and modify notice contacts for ALEC.

AT&T Tennessee respectfully requests that the Authority approve the Agreement and the Amendment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joelle Phillips", written over a horizontal line.

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re:           *Approval of the Amendments to the Interconnection Agreement Negotiated by  
AT&T Tennessee and ALEC, LLC*

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

**PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND ALEC, LLC**

AT&T Tennessee ("AT&T") and ALEC, LLC ("ALEC") file this request for approval of the [Amendment to 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, ALEC and AT&T state the following:

1.       ALEC 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 ALEC. A copy of the Agreement is attached hereto and incorporated herein by reference.

2.       The parties have recently negotiated Amendments to the Agreement: 1) changing the name of ALEC from ALEC, Inc. to ALEC, LLC and 2) modifying notice contacts for ALEC. Copies of the Amendments are attached hereto and incorporated herein by reference.

3.       Pursuant to Section 252(e) of the Telecommunications Act of 1996, ALEC 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 ALEC 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.

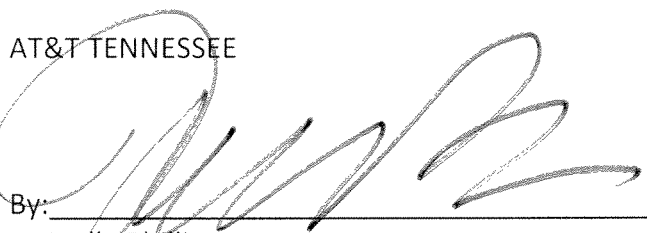
5. ALEC and AT&T aver that the Agreement is consistent with the standards for approval.

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.

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

Respectfully submitted,

AT&T TENNESSEE

A handwritten signature in dark ink, appearing to read 'Joelle Phillips', is written over a horizontal line. The signature is stylized with large, sweeping loops.

By:

Joelle Phillips

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6311

Attorney for AT&T

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
ALEC, LLC; ALEC, LLC OF KENTUCKY**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE") (previously referred to as BellSouth Telecommunications, Inc., (BellSouth)) and ALEC, LLC in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and ALEC, LLC of Kentucky in Louisiana ("ALEC") (f/k/a ALEC, Inc.), is hereby amended as follows.

**WHEREAS**, AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and ALEC, Inc. ("ALEC") are the parties to that certain "Interconnection Agreement" as executed by the last party on November 3, 2006 (the "Agreement"); and

**WHEREAS**, ALEC has changed its name to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana, and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE and ALEC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "ALEC, Inc." to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana.
2. AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE shall reflect that name change from "ALEC, Inc." to "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana only for the main billing account (header card) for each of the accounts previously billed to ALEC. AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, ALEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by ALEC with AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, ALEC shall operate with AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE under the "ALEC, LLC" in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee and "ALEC, LLC of Kentucky" in Louisiana name for those accounts. Such operation shall include, by way of example only, submitting orders under ALEC, and labeling (including re-labeling) equipment and facilities with ALEC.
4. ALEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by ALEC, or by AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T



KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and AT&T TENNESSEE on behalf of ALEC, for updating billing accounts and End User records.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. 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.

ALEC, LLC; ALEC, LLC of Kentucky

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA,  
 AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T  
 LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA and  
 AT&T TENNESSEE by AT&T Services, Inc., its authorized  
 agent

Signature: Mark I. HayesSignature: Patrick DohertyName: Mark I. Hayes  
(Print or Type)Name: Patrick Doherty  
(Print or Type)Title: VP CLEC operations  
(Print or Type)Title: Director - Regulatory  
(Print or Type)Date: March 11 2013Date: 3-20-13

State	Resale OCN	CLEC OCN	ACNA
ALABAMA	---	636E	WTF
FLORIDA	---	4191	MKE
GEORGIA	4262	4750	OLK
KENTUCKY	7018	7017	WTF
KENTUCKY	4212	4211	TVK
MISSISSIPPI	---	9898	WTF
SOUTH CAROLINA	---	217F	WTF
TENNESSEE	---	2588	WTF

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ALEC, LLC; ALEC, LLC OF KENTUCKY  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T-9STATE") (previously referred to as BellSouth Telecommunications, Inc., (BellSouth)) and ALEC, LLC; ALEC, LLC of Kentucky ("CLEC"). AT&T-9STATE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**WHEREAS, AT&T-9 STATE** and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), as executed by the last party on November 3, 2006 and as subsequently amended (the "Agreement");

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

1. AT&T-9STATE shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:
  - 19.1 Subject to Section 19.1.2, Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
    - 19.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
    - 19.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 19.3 below.
  - 19.2 Notices will be deemed given as of the earliest of:
    - 19.2.1 the date of actual receipt;
    - 19.2.2 the next Business Day when sent via express delivery service;
    - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
    - 19.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
  - 19.3 Notices will be addressed to the Parties as follows:



NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard McDaniel
STREET ADDRESS	1170 Buckhead Drive
CITY, STATE, ZIP CODE	Greensboro, Georgia 30642
PHONE NUMBER*	(706) 467-0661
FACSIMILE NUMBER	NA
EMAIL ADDRESS	rmcdaniel@mta-consulting.com

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Hayes
STREET ADDRESS	250 West Main Street, Suite 1920
CITY, STATE, ZIP CODE	Lexington, Kentucky 40507
PHONE NUMBER*	(859) 721-4224
FACSIMILE NUMBER	(859) 721-2880
EMAIL ADDRESS	mhayes@singlepipecom.com

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Michael C. Sloan Davis Wright Tremaine LLC
STREET ADDRESS	1919 Pennsylvania Ave, Suite 200
CITY, STATE, ZIP CODE	Washington, DC 20006
PHONE NUMBER*	(202) 973-4227
FACSIMILE NUMBER	(202) 973-4499
EMAIL ADDRESS	michaelsloan@dwt.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

19.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.5 **AT&T-9STATE** communicates official information to CLECs via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC



Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ALEC, LLC; ALEC, LLC of Kentucky

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T  
LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T  
Services, Inc., its authorized agentSignature: Mark I. HayesSignature: Patrick DohertyName: Mark I. Hayes  
(Print or Type)Name: Patrick Doherty  
(Print or Type)Title: VP CLEC Operations  
(Print or Type)Title: Director - Regulatory  
(Print or Type)Date: March 06 2013Date: 3-21-13

State	Resale OCN	CLEC OCN	ACNA
ALABAMA	---	636E	WTF
FLORIDA	---	4191	MKE
GEORGIA	4262	4750	OLK
KENTUCKY	7018	7017	WTF
KENTUCKY	4212	4211	TVK
MISSISSIPPI	---	9898	WTF
NORTH CAROLINA	4174	4390	GLZ
SOUTH CAROLINA	---	217F	WTF
TENNESSEE	---	2588	WTF

**CERTIFICATE OF SERVICE**

I hereby certify that on March <sup>29</sup>~~21~~, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Mark Hayes  
ALEC, LLC  
250 W Main St., #1920  
Lexington, KY 40507  
[mhayes@singlepipecom.com](mailto:mhayes@singlepipecom.com)

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

Richard McDaniel  
1170 Buckhead Drive  
Greensboro, GA 30642  
[rmcdaniel@mta-consulting.com](mailto:rmcdaniel@mta-consulting.com)

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

Michael Sloan, Esquire  
Davis, Wright Tremaine LLC  
1919 Pennsylvania Ave, #200  
Washington, DC 20006  
[michaelsloan@dwt.com](mailto:michaelsloan@dwt.com)

