



Paul T. Stinson, P.E.
External & Legislative Affairs

AT&T Tennessee
333 Commerce Street
Suite 2102
Nashville, TN 37201-1800

T: 615.214.3839
F: 615.214.8867
paul.stinson@att.com
www.att.com

May 21, 2014

filed electronically in docket office on 05/21/14

Hon. James Allison, Chairman
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and DukeNet Communications, LLC*
Docket No. 14-00057

Dear Chairman Allison:

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 Tennessee and DukeNet Communications, LLC* ("DukeNet").

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 Tennessee and DukeNet 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. DukeNet and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The Amendment changes the Notice contacts for Alabama, Florida, Georgia, North Carolina, South Carolina and Tennessee.

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

Very truly yours,

Paul Stinson

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and DukeNet Communications, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND DUKENET COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and DukeNet Communications, LLC ("DukeNet") 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, DukeNet and AT&T state the following:

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

2. The parties have recently negotiated an Amendment to the Agreement which changes the Notice contacts for DukeNet for Alabama, Florida, Georgia, North Carolina, South Carolina and Tennessee. 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, DukeNet 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 DukeNet 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. DukeNet 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: Paul Stinson
Paul Stinson
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-3839

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC DBA AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T NORTH CAROLINA, AT&T
SOUTH CAROLINA AND AT&T TENNESSEE

AND

DUKENET COMMUNICATIONS, LLC



Signature: eSigned - Julie P. LaineSignature: eSigned - William A. BockelmanName: eSigned - Julie P. Laine
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)

Group VP and Chief Counsel, Regulatory - Time Warn

Title: _____
(Print or Type)Title: Director
(Print or Type)Date: 13 May 2014Date: 13 May 2014

DukeNet Communications, LLC

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

State	ULEC OCN	CLEC OCN
GEORGIA	8199	----
NORTH CAROLINA	9782	5232
SOUTH CAROLINA	9783	5233
TENNESSEE	645G	642G

Description	ACNA Code(s)
ACNA(s)	DUK

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, AND AT&T TENNESSEE
AND
DUKENET COMMUNICATIONS, LLC**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee ("AT&T") (previously referred to as "BellSouth Telecommunications, Inc.") and DukeNet Communications, LLC ("DukeNet"), is hereby amended as follows.

WHEREAS, AT&T and DukeNet are the parties to that certain "Interconnection Agreement" dated April 2, 2012 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and DukeNet hereby agree as follows:

1. The Parties agree to replace Section 20 of the General Terms and Conditions from the Agreement with the following language for the States of Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee:

20.0 Notice

20.1 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:

- 20.1.1 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.
- 20.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 20.3 below.
- 20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in section 20.3 below.

20.2 Notices will be deemed given as of the earliest of:

- 20.2.1 the date of actual receipt;
- 20.2.2 the next Business Day when sent via express delivery service;
- 20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 20.2.4 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.
- 20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Julie P. Laine/Group VP and Chief Counsel, Regulatory - Time Warner Cable
STREET ADDRESS	60 Columbus Circle
CITY, STATE, ZIP CODE	New York, NY 10023
PHONE NUMBER*	(212) 364- 8482
FACSIMILE NUMBER	(704) 973 - 6239
EMAIL ADDRESS	Julie.Laine@twcable.com

NOTICE CONTACT	CARRIER COPY CONTACT
NAME/TITLE	Maribeth Bailey/Sr. Dir. Interconnection, Regulatory – Time Warner Cable
STREET ADDRESS	60 Columbus Circle
CITY, STATE, ZIP CODE	New York, NY 10023
PHONE NUMBER*	(212) 364- 8440
FACSIMILE NUMBER	(704) 973 - 6222
EMAIL ADDRESS	Maribeth.bailey@twcable
AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th 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.

- 20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.5 AT&T 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 declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 2 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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 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").

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2014, a copy of the foregoing document was served on the following, via the method indicated:

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

Julie P. Laine
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Julie.laine@twcable.com

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

Maribeth Bailey
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Maribeth.bailey@twcable.com


