



**Paul T. Stinson, P.E.**  
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March 4, 2015

Hon. Herbert Hilliard, 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 Level 3 Communications, LLC*  
Docket No. 15-00031

Dear Chairman Hilliard:

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 Level 3 Communications, LLC* ("Level 3").

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 Level 3 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. Level 3 and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The amendment provides for the commingling of wirelines and wireless traffic on the same trunk, provided the TRA authorizes the comingling of such traffic

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul Stinson", with a stylized, flowing script.

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 Level 3 Communications, LLC*

Docket No. 15-00022

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE  
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN  
AT&T TENNESSEE AND LEVEL 3 COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and Level 3 Communications, LLC ("Level 3") 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, Level 3 and AT&T state the following:

1. Level 3 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 Level 3. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an amendment to the Agreement providing for the commingling of wirelines and wireless traffic on the same trunk, provided the TRA authorizes the comingling of such traffic.

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

Level 3 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 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

## AND

LEVEL 3 COMMUNICATIONS, L.L.C.



Signature: eSigned - Gary BlackSignature: eSigned - Kristen E. ShoreName: eSigned - Gary Black  
(Print or Type)Name: eSigned - Kristen E. Shore  
(Print or Type)Title: VP-Carrier Relations  
(Print or Type)Title: Executive Director-Regulatory  
(Print or Type)Date: 18 Feb 2015Date: 18 Feb 2015

Level 3 Communications, L.L.C.

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 agent

State	CLEC OCN
ALABAMA	5255, 8824
FLORIDA	4802, 8824
GEORGIA	6616, 8824
KENTUCKY	4369, 8824
LOUISIANA	3232, 8824
MISSISSIPPI	5178, 8824
NORTH CAROLINA	3235, 8824
SOUTH CAROLINA	5258, 8824
TENNESSEE	4806, 8824

Description	ACNA Code(s)
ACNA(s)	LVC

**AMENDMENT TO THE AGREEMENT  
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  
AND  
LEVEL 3 COMMUNICATIONS, L.L.C.**

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 ("previously referred to as BellSouth Telecommunications, Inc.") ("AT&T-9STATE") and Level 3 Communications, L.L.C. ("Level 3"). AT&T-9STATE and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T-9STATE and Level 3 are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated May 19, 2004 and as subsequently amended (the "Agreement"); and

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions contained herein, and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend the Agreement to add sections 4.14 through 4.14.8 to Attachment 3, as follows:
  - 4.14 Additional Level 3 Responsibilities where Level 3 is transporting 911 calls from wireless carrier or Commercial Mobile Radio Service providers. These provisions shall apply in addition to the above Facilities and Trunking responsibilities.
  - 4.14.1 "E911 Customer" means a municipality or other state or local government unit, of one (1) or more municipalities or other state or local government units to which authority has been lawfully delegated to administer the 911 system within their jurisdiction pertaining to the emergency systems, including the establishment of service specifications and granting of final approval (or denial) of service configurations that are or will be provided by Level 3, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911, rather than an individual PSAP. "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

AMENDMENT – 911 TRUNKING/AT&T-9STATE

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LEVEL 3

Version: 12/11/14

- 4.14.2 Where Level 3 has existing trunk arrangements for the commingling of wireline and wireless traffic ("commingled") or places orders for new commingled trunk arrangements and/or augmentation from the Level 3 Switch and the applicable AT&T Selective Router, Level 3 certifies and attests that it has represented to each E911 Customer that wireline and wireless traffic types will be routed over the same common trunk group and assures that such certification and attestation is true and accurate. Therefore, the default routing will be the same for both traffic types, and that the E911 Customer has approved such commingled trunk arrangements.
- 4.14.3 Level 3 shall order a separate E911 Trunk Group from AT&T-9STATE for each county, default PSAP, or other geographic area that Level 3 serves when the E911 Customer for such county or geographic area has a specified varying default routing condition.
- 4.14.4 Where separate trunking is required by the E911 Customer, Level 3 shall order and maintain Type 2C Trunk Groups (as defined below) for E911 traffic that originates as wireless or Commercial Mobile Radio Service ("CMRS") traffic destined for the appropriate E911 Selective Router; and it will order and maintain separate Trunk Groups for E911 traffic that originates as wireline traffic ("Wireline Trunk Groups") destined for the appropriate E911 Selective Router. Except as otherwise advised by Level 3 to AT&T-9STATE, all Trunk Groups will be used for commingled traffic from other carriers. Applicable rates for E911 Trunks are commission approved and are set forth in the Pricing Sheet. Type 2C Trunk Groups provide a one-way terminating Trunk-Side connection between Level 3 and AT&T-9STATE's E911 Selective Router and are equipped to provide access to E911 services for wireless traffic.
- 4.14.4.1 Level 3 may combine Type 2C Trunk Groups and Wireline Trunk Groups over the same DS1 facilities, provided that the facilities are obtained from the applicable Access Tariff. In addition, other than in AT&T CALIFORNIA and AT&T NEVADA, the facilities must terminate directly into AT&T's E911 Selective Router (e.g., not through a Digital Access and Crossconnect System ("DACS")). In AT&T CALIFORNIA and AT&T NEVADA, the DS1 facilities must connect to a predefined hub/multiplexer rather than directly to the E911 Selective Router.
- 4.14.5 Level 3 shall submit ASRs in accordance with AT&T-9STATE's technical references located on AT&T's Prime Access and CLEC Online websites to order Type 2C Trunk Groups and Wireline Trunk Groups, respectively.
- 4.14.6 When Level 3 requests diverse facilities, AT&T-9STATE will provide such diversity where technically feasible, at standard tariff rates.
- 4.14.7 Level 3 is responsible for the resolution of all 911 issues that arise on the Level 3 Trunk Groups due to the commingling of E911 traffic. "Level 3 Trunk Group" means a group (set) of one or more 911 trunks (DS0 switch port, or DS0 channel on a DS1 switch port) from a Level 3 switch capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Level 3 to AT&T-9STATE's Selective Router to the E-911 System. This includes Type 2C Trunk Groups and Wireline Trunk Groups.

AMENDMENT – 911 TRUNKING/AT&T-9STATE

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LEVEL 3

Version: 12/11/14

- 4.14.8 AT&T-9STATE shall not be liable to Level 3, its End Users or E911 calling parties, or any other parties or persons for any Loss arising out of the provision of E911 Service as set forth in this Amendment or for any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Therefore, in addition to the indemnification provisions set forth in the Agreement, Level 3 shall indemnify and hold AT&T-9STATE harmless against any Claim or Loss arising from the use of E911 Services provided herein. Notwithstanding the above, AT&T-9STATE's liability and potential damages, if any, for its recklessness or intentional misconduct, is not limited by any provision of this Amendment.
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) with respect to any orders, decisions, legislation or proceedings and any remands thereof.
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 Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee Commissions and shall become effective ten (10) days following approval by such Commissions.



PRICING SHEETS

GSST Tariff	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 Trunk
35A	AL	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	AL	BellSouth CMRS Type 2C Trunks	SS7/ISUP		MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff	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 Trunk
35A	FL	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	FL	BellSouth CMRS Type 2C Trunks	SS7/ISUP		MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff	State	Product	CAMA or Feature Group D	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 Trunk
35A	GA	BellSouth CMRS Type 2C Trunks	SS7/ISUP			MR9CC			\$1,630		
35A	GA	BellSouth CMRS Type 2C Trunks				MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff	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 Trunk Trunk
35A	KY	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	KY	BellSouth CMRS Type 2C Trunks	SS7/SUP		MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff	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 Trunk
35A	LA	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	LA	BellSouth CMRS Type 2C Trunks	SS7/SUP		MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff		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 Trunk
35A	MS	MS	BellSouth CMRS	Type 2C Trunks	CAMA or Feature Group D			MR9CC			\$1,630		
35A	MS	MS	BellSouth CMRS	Type 2C Trunks	SS7/SUP			MR9S7			\$1,630		

PRICING SHEETS

Tariff	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 Trunk
35A	NC	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	NC	BellSouth CMRS Type 2C Trunks	SS7/ISUP		MR9S7			\$1,630		

PRICING SHEETS

GSST Tariff	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 Trunk Trunk
35A	SC	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D		MR9CC			\$1,630		
35A	SC	BellSouth CMRS Type 2C Trunks	SS7/ISUP		MR9S7			\$1,630		



PRICING SHEETS

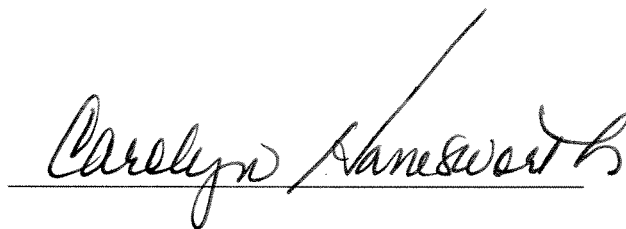
GSST Tariff		State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit Trunk
35A	TN	BellSouth CMRS Type 2C Trunks	CAMA or Feature Group D	SS7/SUP		MR9CC			\$1,630		
35A	TN	BellSouth CMRS Type 2C Trunks				MR9S7			\$1,630		

**CERTIFICATE OF SERVICE**

I hereby certify that on March 4, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Scott Seab, Esquire  
Level 3 Communications, LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021  
[scott.seab@level3.com](mailto:scott.seab@level3.com)

A handwritten signature in black ink, reading "Carolyn Hanesworth", is written over a horizontal line. The signature is cursive and includes a long, sweeping diagonal stroke that extends upwards and to the right.