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Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, TX 75202
T: (214) 757-8099
F: (214) 746-2232
rh2514@att.com
www.att.com

August 17, 2016

VIA OVERNIGHT COURIER

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 Time Warner Cable Information Services (Tennessee), LLC.*
Docket No. 16-00091

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Time Warner Cable Information Services (Tennessee), LLC. ("Time Warner Cable")*.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and *Time Warner Cable* within 90 days of its submission. The Act provides that the TRA may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. *Time Warner Cable* and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment implements the changes resulting from the FCC's Lifeline and Link Up Reform and Modernization, USF/ICC, and USTelecom Forbearance Orders.

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

Sincerely yours,

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Time Warner Cable Information Services (Tennessee), LLC.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND
TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC.**

AT&T Tennessee ("AT&T") and Time Warner Cable Information Services (Tennessee), LLC. ("Time Warner Cable") 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, Time Warner Cable and AT&T state the following:

1. Time Warner Cable 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 Time Warner Cable.
2. The parties have recently negotiated an Amendment to the Agreement. This Amendment implements the changes resulting from the FCC's Lifeline and Link Up Reform and Modernization, USF/ICC, and USTelecom Forbearance 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, Time Warner Cable and AT&T are submitting their Amendment 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 Amendment to the Agreement between AT&T and Time Warner Cable within 90 days of its submission. The Act provides that the TRA may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity.

5. Time Warner Cable and AT&T aver that the Amendment 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.

Time Warner Cable and AT&T respectfully request that the TRA approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

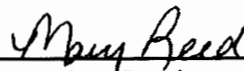
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on August 17, 2016, a copy of the foregoing document was served on the following, via the method indicated:

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

Time Warner Cable Information Services
(Tennessee), LLC.
Maribeth Bailey
Senior Director, Interconnection Policy
60 Columbus Circle
New York, NY 10023
maribeth.bailey@twcable.com



Mary Reed

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T KENTUCKY, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY
D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

**TIME WARNER CABLE INFORMATION SERVICES (ALABAMA),
LLC; TIME WARNER CABLE INFORMATION SERVICES (CALIFORNIA),
LLC; TIME WARNER CABLE INFORMATION SERVICES (ILLINOIS), LLC;
TIME WARNER CABLE INFORMATION SERVICES (INDIANA), LLC;**



**TIME WARNER CABLE INFORMATION SERVICES (KANSAS), LLC;
TIME WARNER CABLE INFORMATION SERVICES (KENTUCKY),
LLC; TIME WARNER CABLE INFORMATION SERVICES (MICHIGAN),
LLC; TIME WARNER CABLE INFORMATION SERVICES (MISSOURI),
LLC; TIME WARNER CABLE INFORMATION SERVICES (NORTH
CAROLINA), LLC; TIME WARNER CABLE INFORMATION SERVICES
(OHIO), LLC; TIME WARNER CABLE INFORMATION SERVICES (SOUTH
CAROLINA), LLC; TIME WARNER CABLE INFORMATION SERVICES
(TENNESSEE), LLC; TIME WARNER CABLE INFORMATION SERVICES
(TEXAS), LLC; TIME WARNER CABLE INFORMATION SERVICES
(WISCONSIN), LLC;**

Signature: eSigned - David FlessasSignature: eSigned - William A. BockelmanName: eSigned - David Flessas
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: SVP, Network Ops Ctr & Support
(Print or Type)Title: Director
(Print or Type)Date: 21 Jul 2016Date: 28 Jul 2016

Time Warner Cable Information Services (Alabama), LLC; Time Warner Cable Information Services (California), LLC; Time Warner Cable Information Services (Illinois), LLC; Time Warner Cable Information Services (Indiana), LLC; Time Warner Cable Information Services (Kansas), LLC; Time Warner Cable Information Services (Kentucky), LLC; Time Warner Cable Information Services (Michigan), LLC; Time Warner Cable Information Services (North Carolina), LLC; Time Warner Cable Information Services (Missouri), LLC; Time Warner Cable Information Services (Ohio), LLC; Time Warner Cable Information Services (South Carolina), LLC; Time Warner Cable Information Services (Tennessee), LLC; Time Warner Cable Information Services (Texas), LLC; Time Warner Cable Information Services (Wisconsin), LLC;

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T KENTUCKY, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	694F
CALIFORNIA	576C
ILLINOIS	219G
INDIANA	551D
KANSAS	577C
KENTUCKY	698F
MICHIGAN	030G
MISSOURI	579C
NORTH CAROLINA	580C
OHIO	547D
SOUTH CAROLINA	582C
TENNESSEE	720G
TEXAS	583C
WISCONSIN	623D

Description	ACNA Code(s)
ACNA(s)	VNH

AMENDMENT TO THE AGREEMENT BETWEEN

TIME WARNER CABLE INFORMATION SERVICES (ALABAMA), LLC TIME WARNER CABLE
INFORMATION SERVICES (CALIFORNIA), LLC; TIME WARNER CABLE INFORMATION SERVICES
(ILLINOIS), LLC; TIME WARNER CABLE INFORMATION SERVICES (INDIANA), LLC; TIME WARNER
CABLE INFORMATION SERVICES (KANSAS), LLC; TIME WARNER CABLE INFORMATION
SERVICES (KENTUCKY), LLC; TIME WARNER CABLE INFORMATION SERVICES (MICHIGAN), LLC;
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC; TIME WARNER CABLE
INFORMATION SERVICES (NORTH CAROLINA), LLC; TIME WARNER CABLE INFORMATION
SERVICES (OHIO), LLC; TIME WARNER CABLE INFORMATION SERVICES (SOUTH CAROLINA),
LLC; TIME WARNER CABLE INFORMATION SERVICES (TENNESSEE), LLC; TIME WARNER CABLE
INFORMATION SERVICES (TEXAS), LLC; TIME WARNER CABLE INFORMATION SERVICES
(WISCONSIN), LLC

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T KENTUCKY, AT&T
NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL
TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS, WISCONSIN BELL, INC.
D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order 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) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, carrier has changed its name, and wishes to reflect that name change as set forth in Exhibit A, and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**

- 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
 - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. The Agreement is hereby amended to reflect the names as described in Exhibit A".
6. AT&T shall reflect that name change from Old Carrier Legal Name to New Carrier Legal Name only for the main billing account (header card) for each of the accounts previously billed to Old Carrier Legal Name. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T'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, Time Warner Cable Information Services, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by as displayed in Exhibit A Old Carrier Legal Name with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
7. Once this Amendment is effective, Time Warner Cable Information Services, LLC shall operate with AT&T under the name as displayed in Exhibit A New Carrier Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under Time Warner Cable Services, LLC, and labeling (including re-labeling) equipment and facilities with Time Warner Cable Information Services, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Alabama, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, North Carolina, South Carolina, Tennessee, Texas: 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. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Contract Id: 4845796

Amendment – LifeLine/Link Up, ICC, Forbearance, Name Change/AT&T-21STATE
Page 1 of 2
TIME WARNER CABLE INFORMATION SERVICES, LLC
Version: 03/03/18

Exhibit A

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Time Warner Cable Information Services (California), LLC		Interconnection	November 19, 2008
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Time Warner Cable Information Services (Illinois), LLC		Interconnection	December 2, 2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Time Warner Cable Information Services (Indiana), LLC		Interconnection	December 27, 2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Time Warner Cable Information Services (Michigan), LLC		Interconnection	June 3, 2010
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Time Warner Cable Information Services (Ohio), LLC		Interconnection	March 17, 2009
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Time Warner Cable Information Services (Wisconsin), LLC		Interconnection	January 15, 2009
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Time Warner Cable Information Services (Kansas), LLC		Interconnection	June 2, 2009
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Time Warner Cable Information Services (Missouri), LLC		Interconnection	May 12, 2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Time Warner Cable Information Services (Texas), LLC		Interconnection	September 7, 2005
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Time Warner Cable Information Services, LLC	Time Warner Cable Information Services (Alabama), LLC	Interconnection	September 9, 2008

CN:07202016-5393

Contract Id: 4845796

Amendment – LifeLine/Link Up, ICC, Forbearance, Name Change/AT&T-21STATE
Page 2 of 2

TIME WARNER CABLE INFORMATION SERVICES, LLC
Version: 03/03/16

BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Time Warner Cable Information Services LLC	Time Warner Cable Information Services (Kentucky), LLC	Interconnection	April 19, 2006 (Effective Date)
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Time Warner Cable Information Services, LLC	Time Warner Cable Information Services (North Carolina), LLC	Interconnection	April 19, 2006 (Effective Date)
BellSouth Telecommunications, LLC d/b/a SOUTH CAROLINA	Time Warner Cable Information Services, LLC	Time Warner Cable Information Services (South Carolina), LLC	Interconnection	April 19, 2006 (Effective Date)
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Time Warner Cable Information Services, (Tennessee), LLC		Interconnection	March 26, 2012

Contract ID: 4845796

Pricing Sheet
Exhibit A

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
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)				0.0007			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0000064			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			Per Mile, Per MOU