



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](http://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 Broadvox-CLEC, LLC*  
Docket No. 16-00094

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 Broadvox-CLEC, LLC ("Broadvox")*.

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 Broadvox 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. Broadvox 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,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

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 Broadvox-CLEC, LLC*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND BROADVOX-CLEC, LLC**

AT&T Tennessee ("AT&T") and Broadvox-CLEC, LLC ("Broadvox") 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, Broadvox and AT&T state the following:

1.       Broadvox 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 Broadvox.

2.       The parties have recently negotiated an amendment to the Agreement. The 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, Broadvox 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 Amendment to the Agreement between AT&T and Broadvox 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. Broadvox 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.

Broadvox 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

Broadvox-CLEC, LLC  
Kyle Bertrand  
VP – Network Planning & Regulatory  
75 Erieview Plaza, Suite 400  
Cleveland, OH 44114  
[kbertrand@broadvox.com](mailto:kbertrand@broadvox.com)

  
\_\_\_\_\_  
Mary Reed

## 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, 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, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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, AT&T OKLAHOMA AND AT&T TEXAS

AND

BROADVOX-CLEC, LLC



Signature: eSigned - Kyle BertrandSignature: eSigned - William A. BockelmanName: eSigned - Kyle Bertrand  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Vice President - Network Planning & Regulatory  
Title: \_\_\_\_\_  
(Print or Type)Title: Director  
(Print or Type)Date: 21 Jun 2016Date: 21 Jun 2016**Broadvox-CLEC, LLC**

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, 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, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, 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, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	825F	788F
CALIFORNIA	825F	916D
FLORIDA	825F	276D
GEORGIA	825F	277D
ILLINOIS	825F	278D
INDIANA	825F	910D
KANSAS	825F	798F
KENTUCKY	825F	799F
LOUISIANA	825F	427G
MICHIGAN	825F	918D
MISSISSIPPI	825F	428G
MISSOURI	825F	804F
NEVADA	825F	807F
NORTH CAROLINA	825F	779F
OHIO	825F	128D
OKLAHOMA	825F	814F

SOUTH CAROLINA	825F	818F
TENNESSEE	825F	429G
TEXAS	825F	279D

Description	ACNA Code(s)
ACNA(s)	BVX,IFX

**AMENDMENT TO THE AGREEMENTS  
BETWEEN  
BROADVOX-CLEC, LLC  
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, 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, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, 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, AT&T OKLAHOMA AND AT&T TEXAS**

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 AT&T and CLEC Agreement(s) for the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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 AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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 AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A 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. For the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement(s). Lifeline and Link Up service will no longer be available under the Agreement(s) beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
  - 3.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and



Texas the Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, 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 B hereby supersede the existing rate elements included in the Agreement(s) for purposes of reciprocal compensation.

4. **Forbearance**

4.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s)), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. 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(s) (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(s) or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement(s), but rather, shall be coterminous with such Agreement(s).
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, 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 91<sup>st</sup> 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.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC D/B/A AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE	BROADVOX-CLEC, LLC	Interconnection	02/21/2014 (Last Party Signed Date)
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BROADVOX-CLEC, LLC	Interconnection	10/05/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast, AT&T GEORGIA, AT&T KENTUCKY d/b/a AT&T Southeast AND AT&T NORTH CAROLINA	BROADVOX-CLEC, LLC	Interconnection	06/23/2009 (Last Party Signed Date)
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	BROADVOX-CLEC, LLC	Interconnection	11/28/2007
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BROADVOX-CLEC, LLC	Interconnection	12/31/2009 (Effective Date)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BROADVOX-CLEC, LLC	Interconnection	1/25/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BROADVOX-CLEC, LLC	Interconnection	10/25/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BROADVOX-CLEC, LLC	Interconnection	1/27/2010
Nevada Bell Telephone Company d/b/a AT&T NEVADA	BROADVOX-CLEC, LLC	Interconnection	12/27/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BROADVOX-CLEC, LLC	Interconnection	12/26/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BROADVOX-CLEC, LLC	Interconnection	5/6/2014
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BROADVOX-CLEC, LLC	Interconnection	9/4/2007

Pricing Sheet  
Exhibit B

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				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU