



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)

February 27, 2017

**VIA OVERNIGHT COURIER**

Hon. Herbert Hilliard, Chairman  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Paging Interconnection Agreement Negotiated by AT&T Tennessee and Teletouch Paging, L.P.*  
Docket No. 17-00018

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Paging Interconnection Agreement Negotiated by AT&T Tennessee and Teletouch Paging, L.P. ("Teletouch")*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Regulatory Authority.

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 Teletouch 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. Teletouch and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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 Paging Interconnection Agreement  
Negotiated by AT&T Tennessee and Teletouch Paging, L.P.*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE PAGING INTERCONNECTION  
AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE AND TELETOUCH PAGING, L.P.**

AT&T Tennessee ("AT&T") and Teletouch Paging, L.P. ("Teletouch") file this request for approval of the Amendment to the Paging 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, Teletouch and AT&T state the following:

1. Teletouch 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 Teletouch.
2. The parties have recently negotiated an amendment to the Agreement. The amendment amends the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties. 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, Teletouch 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 Teletouch 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. Teletouch 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.

Teletouch 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 February 27, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

Teletouch Paging, L.P.  
Dan Shaw  
Vice President  
100 Larrabee Rd., Suite 150  
Westbrook, ME 04092  
dshaw@criticalalert.com

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

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
ARKANSAS, AT&T MISSOURI AND AT&T TEXAS**

**AND**

**TELETOUCH PAGING, L.P.**



Signature: eSigned - Dan ShawSignature: eSigned - William BockelmanName: eSigned - Dan Shaw  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Vice President  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 02 Feb 2017Date: 02 Feb 2017

Teletouch Paging, L.P.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI and AT&T TENNESSEE, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T MISSOURI and AT&T TEXAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
TELETOUCH PAGING, L.P.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T LOUISIANA, AT&T  
MISSISSIPPI AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T MISSOURI AND AT&T TEXAS**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as 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 ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and Teletouch Paging, L.P. ("CMRS Provider" or Teletouch Paging, L.P."), shall apply to the States of Alabama, Arkansas, Louisiana, Mississippi, Missouri, Tennessee and Texas. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking 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), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**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, and Exhibit A – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **DEFINITIONS**
  - 2.1 "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
  - 2.2 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
  - 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
  - 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by



AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.

3. Effective July 1, 2017 (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. This Amendment is not applicable to Transit Traffic.
5. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRS Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. For all States except Arkansas, Ohio, California, and Wisconsin: 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"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). 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 ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").



## PRICING SHEET

EXHIBIT A  
CMRS PROVIDER /AT&T  
Appendix Pricing

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
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk