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March 17, 2017

**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 Jackson Energy Authority*  
Docket No. 17-00025

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 Jackson Energy Authority ("CLEC")*. 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 CLEC 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. CLEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment incorporates Supergroup Architecture Options.

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 Jackson Energy Authority*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND JACKSON ENERGY AUTHORITY**

AT&T Tennessee ("AT&T") and Jackson Energy Authority ("CLEC") 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, CLEC and AT&T state the following:

1. CLEC 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 CLEC.

2. The parties have recently negotiated an amendment to the Agreement. This Amendment incorporates Supergroup Architecture Options. 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, CLEC 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 CLEC 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. CLEC 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.

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

Respectfully submitted,

AT&T TENNESSEE

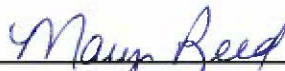
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on March 17, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

Jackson Energy Authority  
Ben Lovins  
Senior VP of Telecommunications  
250 N. Hampton Avenue  
Jackson, TN 38301  
[blovins@jaxenergy.com](mailto:blovins@jaxenergy.com)



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Mary Reed

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

**AND**

**JACKSON ENERGY AUTHORITY**

Signature: eSigned - Benjamin A LovinsSignature: eSigned - William BockelmanName: eSigned - Benjamin A Lovins  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Senior VP of Telecommunications  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 02 Mar 2017Date: 02 Mar 2017

Jackson Energy Authority

BellSouth Telecommunications, LLC d/b/a AT&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent

State	Resale OCN	ULEC OCN	CLEC OCN
TENNESSEE	632F	---	150G

Description	ACNA Code(s)
ACNA(s)	JEA

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
JACKSON ENERGY AUTHORITY  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T TENNESSEE") and Jackson Energy Authority ("CLEC"). AT&T TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 28, 2016 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 within, and Exhibit A – Superstructure Architecture Options, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the following as Section 4.3.3.3 to the Agreement:

**4.3.3.3 AT&T SOUTHEAST REGION 9-STATE Supergroup Architecture Option**

4.3.3.3.1 In addition to the trunk group architecture options listed in Interconnection Trunk Groups for exchange of Telephone Exchange Service and Transit Traffic, a Supergroup Architecture option upon mutual agreement may be established in the AT&T SOUTHEAST REGION 9-STATE.

**4.3.3.3.2 Definitions**

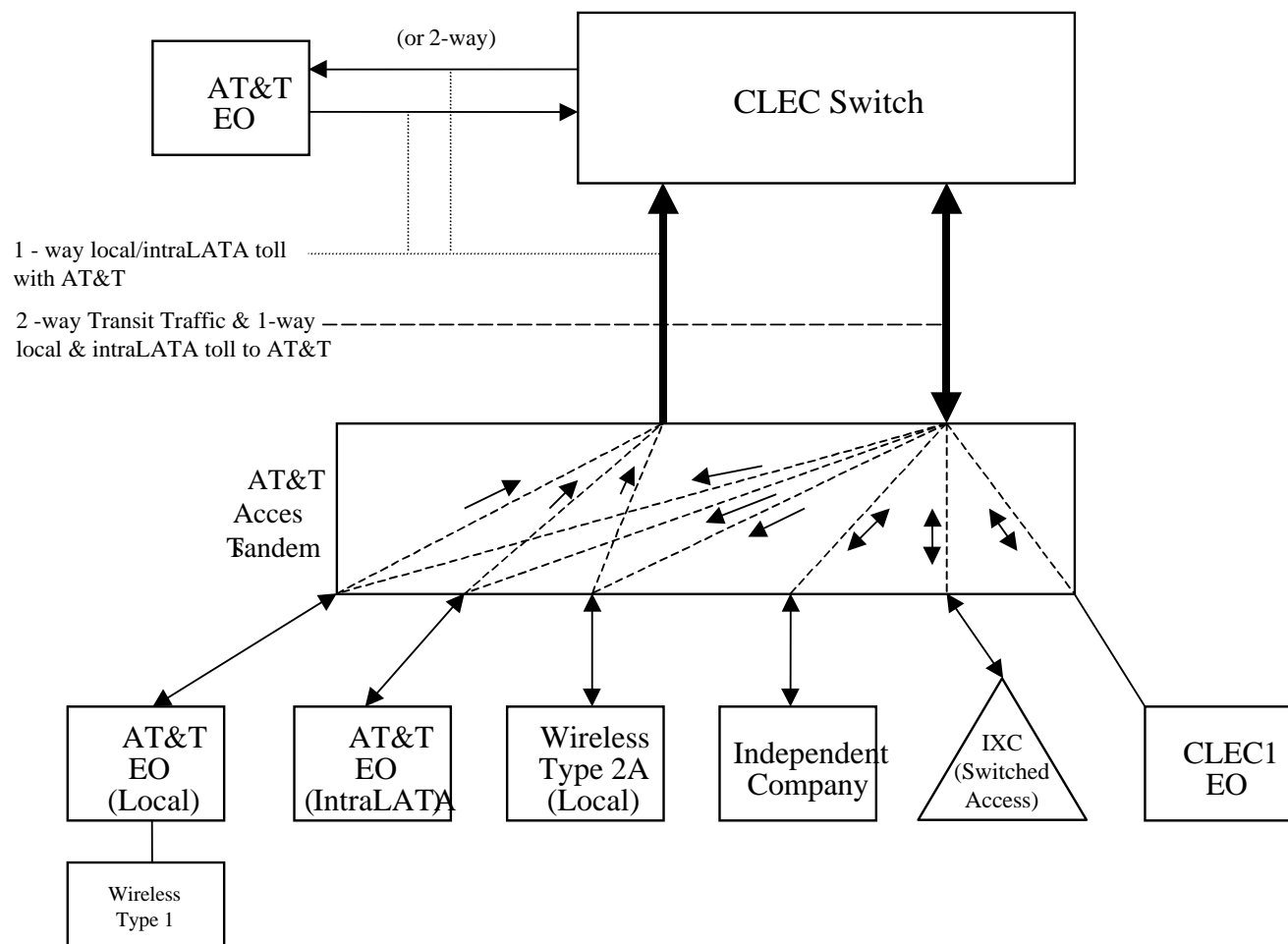
4.3.3.3.2.1 "Intra-tandem Access" means AT&T Access Tandem interconnection at a single Access Tandem that provides access to those End Offices subtending that access Tandem.

4.3.3.3.3 Supergroup Architecture. In the Supergroup Architecture, the Parties' Telephone Exchange Service, ISP-Bound Traffic and IntraLATA Toll Traffic and CLEC's Transit Traffic are exchanged on a single two-way trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE to provide Intra-tandem Access to CLEC. This trunk group carries Transit Traffic between CLEC and ILECs IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T SOUTHEAST REGION 9-STATE and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single AT&T SOUTHEAST REGION 9-STATE Access Tandem Switch destined to Third Party Tandems such as an ILEC Tandem or another CLEC Tandem. AT&T SOUTHEAST REGION 9-STATE originated traffic may, to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to CLEC. However, where CLEC is responsive in a timely manner to AT&T SOUTHEAST REGION 9-STATE's transport needs for its originated traffic, AT&T SOUTHEAST REGION 9-STATE originating traffic will be placed on the Supergroup Architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the terms, conditions, and rates of this Agreement as applicable or as set forth in AT&T-21STATE's tariffs and/or service guidebooks. The LERG contains current routing and Tandem serving arrangements.

3. 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.
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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. For Tennessee: 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.



# Supergroup Architecture Option 1



## Supergroup Architecture Option 2

