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June 1, 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 DeltaCom, Inc.*  
Docket No. 17-00047

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 DeltaCom, Inc. ("DeltaCom")*. 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 DeltaCom 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. DeltaCom and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment modifies the existing procedures for Percent Local Usage Factors 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 Interconnection Agreement Negotiated by AT&T Tennessee and DeltaCom, Inc.*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND DELTACOM, INC.**

AT&T Tennessee ("AT&T") and DeltaCom, Inc. ("DeltaCom") 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, DeltaCom and AT&T state the following:

1. DeltaCom 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 DeltaCom.
2. The parties have recently negotiated an amendment to the Agreement. The amendment modifies the existing procedures for Percent Local Usage Factors 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, DeltaCom and AT&T are submitting their Agreement to the TRA for its consideration and approval. 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 DeltaCom 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.

4. DeltaCom and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

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

Respectfully submitted,

AT&T TENNESSEE

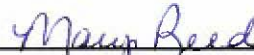
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on June 1, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

DeltaCom, Inc.  
John T. Ambrosi  
Director, Access Regulatory Management  
330 Monroe Avenue  
Rochester, NY 14607  
[John.Ambrosi@elnk.com](mailto:John.Ambrosi@elnk.com)



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Mary Reed

## **AMENDMENT**

## **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T GEORGIA, AT&T NORTH CAROLINA AND AT&T TENNESSEE**

## **AND**

**DELTACOM, LLC D/B/A EARTHLINK BUSINESS**



Signature: eSigned - John T. Ambrosi

Signature: eSigned - William Bockelman

Name: eSigned - John T. Ambrosi  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: Director, Access Regulatory Management  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 29 Mar 2017

Date: 04 Apr 2017

DeltaCom, LLC d/b/a EarthLink Business

BellSouth Telecommunications, LLC d/b/a AT&T  
ALABAMA, AT&T GEORGIA, AT&T NORTH  
CAROLINA and AT&T TENNESSEE by AT&T  
Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
DELTACOM, LLC D/B/A EARTHLINK BUSINESS  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T GEORGIA, AT&T  
NORTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T GEORGIA, AT&T NORTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE") and DeltaCom, LLC d/b/a EarthLink Business ("CLEC"). AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T ALABAMA, GEORGIA, NORTH CAROLINA AND TENNESSEE and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **PERCENT LOCAL USAGE FACTORS**
  - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
  - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
  - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
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 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. 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").