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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 Business Telecom, LLC*
Docket No. 17-00054

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 Business Telecom, LLC ("Business Telecom")*. 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 Business Telecom 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. Business Telecom 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,

Richard T. Howell/me

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 Business Telecom, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND BUSINESS TELECOM, LLC**

AT&T Tennessee ("AT&T") and Business Telecom, LLC ("Business Telecom") 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, Business Telecom and AT&T state the following:

1. Business Telecom 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 Business Telecom.
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, Business Telecom 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 Business Telecom 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. Business Telecom 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.

Business Telecom 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

Business Telecom, LLC
John T. Ambrosi
Director, Access Regulatory Management
330 Monroe Avenue
Rochester, NY 14607
John.Ambrosi@elnk.com



Mary Reed

AMENDMENT

BETWEEN

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

AND

BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III

Signature: eSigned - John T. Ambrosi

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

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

Date: 29 Mar 2017

Business Telecom, LLC d/b/a EarthLink
Business III

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 03 Apr 2017

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA, AT&T MISSISSIPPI AND
AT&T TENNESSEE**

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

WHEREAS, AT&T LOUISIANA, MISSISSIPPI 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 91st 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").