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July 21, 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 AT&T Corp. and Teleport Communications Of America, LLC*  
Docket No. 17-00070

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, AT&T Corp. and Teleport Communications Of America, LLC, (known at the Tennessee Secretary of State as Teleport Communications America, LLC) ("collectively 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 modifies the existing procedures for Percent Local Usage Factors.

AT&T Tennessee respectfully requests that the Authority approve the Amendment to the Agreement.

Sincerely yours,

*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 AT&T Corp. and Teleport Communications Of America, LLC*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND AT&T CORP. AND TELEPORT  
COMMUNICATIONS OF AMERICA, LLC**

AT&T Tennessee ("AT&T"), AT&T Corp. and Teleport Communications Of America, LLC (known at the Tennessee Secretary of State as Teleport Communications America, LLC) ("collectively 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. The amendment modifies the existing procedures for Percent Local Usage Factors. 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. 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.

4. CLEC 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.

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

Respectfully submitted,

AT&T TENNESSEE

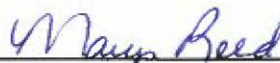
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on July 21, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

AT&T Corp.  
Karen Schlagter  
U.S. Carrier Relation Financials &  
Access Bid Support  
4467 Saint Michaels Dr.  
Lilburn, GA 30047  
KS1673@att.com



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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, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, 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, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

## AND

AT&T CORP.; AT&T COMMUNICATIONS OF INDIANA, LLC; AT&T COMMUNICATIONS OF TEXAS, LLC; TELEPORT COMMUNICATIONS AMERICA, LLC

Signature: eSigned - Karen SchlageterSignature: eSigned - William BockelmanName: eSigned - Karen Schlageter  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)U.S. carrier Relation Financials & Access Bid Supp  
Title: \_\_\_\_\_  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 08 May 2017Date: 10 May 2017AT&T Corp.; AT&T Communications of Indiana, LLC;  
AT&T Communications of Texas, LLC; Teleport  
Communications America, LLCBellSouth 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, Michigan Bell Telephone Company  
d/b/a AT&T MICHIGAN, Indiana Bell Telephone Company  
Incorporated d/b/a AT&T INDIANA, 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,  
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T  
Services, Inc., its authorized agent



## AMENDMENT TO THE AGREEMENT BETWEEN

AT&T CORP.; AT&T COMMUNICATIONS OF INDIANA, LLC; AT&T COMMUNICATIONS OF TEXAS,  
LLC; TELEPORT COMMUNICATIONS AMERICA, 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; INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA; ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T  
ILLINOIS; 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; WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and 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, AT&T TENNESSEE; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; 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; Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and AT&T Corp.; AT&T Communications of Indiana, LLC; AT&T Communications of Texas, LLC and Teleport Communications America, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T 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**, TCG South Florida has changed its name to "Teleport Communications America, LLC" in the state of Florida and wishes to reflect that name change as set forth herein; and

**WHEREAS**, Teleport Communications Atlanta, Inc. has changed its name to "Teleport Communications America, LLC" in the state of Georgia and wishes to reflect that name change as set forth herein; and

**WHEREAS**, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. In the state of Florida, the Agreement is hereby amended to reflect the name change from "TCG South Florida" to "Teleport Communications America, LLC".
3. AT&T shall reflect that name change from "TCG South Florida" to "Teleport Communications America, LLC" only for the main billing account (header card) for each of the accounts previously billed to TCG South Florida AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Teleport Communications America, LLC affirms, represents, and warrants that the ACNA and OCN for those

accounts shall not change from that previously used by TCG South Florida with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. Once this Amendment is effective, Teleport Communications America, LLC shall operate with AT&T under the "Teleport Communications America, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Teleport Communications America, LLC, and labeling (including re-labeling) equipment and facilities with Teleport Communications America, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. In the state of Georgia, the Agreement is hereby amended to reflect the name change from "Teleport Communications Atlanta, Inc." to "Teleport Communications America, LLC".
6. AT&T shall reflect that name change from "Teleport Communications Atlanta, Inc." to "Teleport Communications America, LLC" only for the main billing account (header card) for each of the accounts previously billed to Teleport Communications Atlanta, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Teleport Communications America, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Teleport Communications Atlanta, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
7. Once this Amendment is effective, Teleport Communications America, LLC shall operate with AT&T under the "Teleport Communications America, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Teleport Communications America, LLC, and labeling (including re-labeling) equipment and facilities with Teleport Communications America, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
8. **PERCENT LOCAL USAGE FACTORS**
  - 8.1. 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.
  - 8.2. 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.
  - 8.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.



10. 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.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
12. 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").