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September 12, 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 Ben Lomand Communications, LLC ("CLEC")*
Docket No. 17-00101

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 CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission 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 Tennessee Public Utility Commission 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 deletes all the terms and conditions in the Agreement pertaining to Operator Services and Directory Assistance including, but not limited to, Attachment 1 Network Interconnection and replaces the Notices Section.

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 PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Ben Lomand Communications, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND BEN LOMAND COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and Ben Lomand Communications, LLC ("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 deletes all the terms and conditions in the Agreement pertaining to Operator Services and Directory Assistance including, but not limited to, Attachment 1 Network Interconnection and replaces the Notices Section. 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 Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public

Utility Commission 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 Tennessee Public Utility Commission 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 Tennessee Public Utility Commission 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 September 12, 2017, a copy of the foregoing document was served on the following, via the method indicated:

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

Ben Lomand Communications, LLC
Lisa Cope
President
311 N. Chancery Street
McMinnville, TN 37111
lkc@blomand.net



Mary Reed

AMENDMENT

BETWEEN

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

AND

BEN LOMAND COMMUNICATIONS, LLC



Signature: eSigned - Lisa CopeName: eSigned - Lisa Cope
(Print or Type)Title: President
(Print or Type)Date: 08 Aug 2017

Ben Lomand Communications, LLC

State	CLEC OCN
TENNESSEE	4586

Description	ACNA Code(s)
ACNA(s)	BNL

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 Aug 2017BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
BEN LOMAND COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a/ AT&T TENNESSEE ("AT&T") and Ben Lomand Communications, 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"), approved January 25, 2010 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services and Notices.

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. **Customer Information Services (CIS)**
 - 2.1. The Parties agree that the Agreement will be amended by deleting all terms and conditions in the Agreement pertaining to Operator Services and Directory Assistance including but not limited to Attachment 1 Network Interconnection.
3. The Parties agree to replace Section 18 from the Agreement with the following language:
 - 18 Notices**
 - 18.1 Notices given by CLEC to AT&T under this Agreement shall only be by facsimile or email using the contact information provided by AT&T in paragraph 18.4 below shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 18.1.1 delivered by electronic mail (email).
 - 18.1.2 delivered by facsimile.
 - 18.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing, and provided by AT&T to CLEC via certified US mail postage prepaid to the CLEC address and CLEC contact individual provided in paragraph 18.4 below.
 - 18.3 Notices will be deemed given as of the earliest of:
 - 18.3.1 the date of actual receipt.
 - 18.3.2 notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.
 - 18.3.3 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - 18.3.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
 - 18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Lisa Cope President
STREET ADDRESS	311 N Chancery Street
CITY, STATE, ZIP CODE	McMinnville, TN 37111
PHONE NUMBER*	(931) 668-4131
FACSIMILE	(931) 668-6646
EMAIL ADDRESS	N/A

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 18.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 18. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 18.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC changes and/or adds to the OCN and/or ACNA information (the "Changed OCN and/or ACNA information") that AT&T already possesses, CLEC shall send written notice to AT&T prior to the change and/or addition in accordance with Section 18.1, herein once such Changed OCN and/or ACNA Information is approved by any necessary third party (e.g. iconectiv and/or NECA) and CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 18.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC. This is not applicable in those situations where the CLEC is undergoing a corporate reorganization, and the CLEC and its affiliate(s) involved in such corporate reorganization that compete with AT&T for end users are all covered by active and valid Section 251/252 interconnection agreements, have active and valid state certifications, the OCN and/or ACNA information is in the name of the CLEC and its affiliates with the respective issuing entities.
- 18.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; provided, however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality; and provided further, that if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 18.6.3 The CLEC Profile website shall be used by CLEC for purposes of updating the CLEC Profile as provided for in this Section 18.6; provided, however, that when such website including telephone

number(s) is changed by AT&T, such changed information will be sent to CLEC via the Accessible Letter process as spelled out in Section 18.7.

18.7 AT&T communicates official information to CLECs via its Accessible Letter notification process and in addition CLEC agrees that such information may be sent to CLEC via CLEC email addresses permitted under the AT&T Accessible Letter system. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be via electronic mail ("email") distribution. Accessible Letter notification via email will be deemed given as of the transmission date on such email message.

4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of this Amendment. The "Effective Date" of this Amendment shall be as provided for in paragraph 10, below.
5. 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.
6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS SPECIFICALLY IDENTIFIED AND, AS APPLICABLE, MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. For Tennessee: This Amendment shall be filed by AT&T with and is subject to approval by the Tennessee Regulatory Authority under Section 252 of the Act. For purposes of this Amendment, the "Effective Date" of this Amendment shall be ten (10) days following approval by the Tennessee Regulatory Authority.
11. The appropriate signatures for each Party are provided for the separate signature page on the next page.