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January 23, 2018

**VIA OVERNIGHT COURIER**

Hon. Herbert Hilliard, Chairman  
Tennessee Public Utility Commission  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and ALEC, LLC ("CLEC")*  
Docket No. 18-00011

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 implements changes resulting from the FCC's ICC Order.

AT&T Tennessee respectfully requests that the Commission 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 PUBLIC UTILITY COMMISSION  
Nashville, Tennessee

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

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

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

AT&T Tennessee ("AT&T") and ALEC, 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 implements changes resulting from the FCC's ICC Order. 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 January 23, 2018, a copy of the foregoing document was served on the following, via the method indicated:

☐ Hand

☐ Mail

☐ Facsimile

☐ Overnight

☒ Electronic

ALEC, LLC

Mark Hayes

Vice President

250 West Main Street, Suite 1920

Lexington, KY 40507

[mark.hayes@momentumtelecom.com](mailto:mark.hayes@momentumtelecom.com)

and

Richard McDaniel

1170 Buckhead Drive

Greensboro, GA 30642

[rmcdaniel@mtaconsulting.com](mailto:rmcdaniel@mtaconsulting.com)



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**

**AND**

**ALEC, LLC**



Signature: eSigned - Matthew G. ConroySignature: eSigned - William BockelmanName: eSigned - Matthew G. Conroy  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Chief Financial Officer  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 04 Jan 2018Date: 04 Jan 2018

ALEC, LLC

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 by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	---	636E
FLORIDA	---	4191
GEORGIA	4262	4750
KENTUCKY	4212,7018	4211,7017
LOUISIANA	---	728H
MISSISSIPPI	---	9898
NORTH CAROLINA	4174	4390
SOUTH CAROLINA	---	217F
TENNESSEE	---	2588

Description	ACNA Code(s)
ACNA(s)	WTF,MKE,OLK,TVK,GLZ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ALEC, 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**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order").

**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, Exhibit A – Interconnection Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
  - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.

9. For Alabama, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, 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.



**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Dated Date</b>
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	ALEC, LLC	Interconnection Agreement	6/1/2015
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	ALEC, LLC	Interconnection Agreement	11/3/2006
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	ALEC, LLC	Interconnection Agreement	11/3/2006

PRICING SHEETS  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU