



Richard T. Howell
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May 18, 2018

VIA OVERNIGHT COURIER

Hon. David F. Jones, 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 Granite Telecommunications, LLC ("CLEC")*
Docket No. 18-00061

Dear Chairman Jones:

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 includes rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts.

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

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Howell".

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 Granite Telecommunications, LLC*

Docket No. _____

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

AT&T Tennessee ("AT&T") and Granite Telecommunications, 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 includes rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts. 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

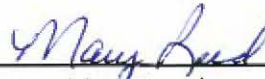
I hereby certify that on May 18, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

Granite Telecommunications, LLC
Rand Currier
Chief Operating Officer
100 Newport Avenue Extension
Quincy, MA 02171
rcurrier@granitenet.com

and

Paula Foley
Paula.Foley@granitenet.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, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, 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

AND

GRANITE TELECOMMUNICATIONS, LLC



Signature: eSigned - Rand CurrierSignature: eSigned - William BockelmanName: eSigned - Rand Currier
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: COO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 10 Apr 2018Date: 10 Apr 2018

Granite Telecommunications, 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, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, 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 by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	9927	375A
ARKANSAS	9927	204C
CALIFORNIA	9927	946B
FLORIDA	9927	325A
GEORGIA	9927	8878
ILLINOIS	9927	911B
INDIANA	9927	969B
KANSAS	9927	891B
KENTUCKY	9927	101A
LOUISIANA	9927	787A
MICHIGAN	9927	832B
MISSISSIPPI	9927	404A
MISSOURI	9927	876B
NEVADA	9927	748B

NORTH CAROLINA	9927	8156
OHIO	9927	710B
OKLAHOMA	9927	921B
SOUTH CAROLINA	9927	614A
TENNESSEE	9927	987A
TEXAS	9927	561B
WISCONSIN	9927	541B

Description	ACNA Code(s)
ACNA(s)	GIM

AMENDMENT TO THE INTERCONNECTION AND/OR RESALE AGREEMENT

BETWEEN

GRANITE TELECOMMUNICATIONS, 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, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, 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 Agreement(s) by and between AT&T and CARRIER as defined and shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties wish to amend the Agreement(s) to include rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts; and

NOW, THEREFORE, in consideration of the promises and mutual agreement(s) 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, and Exhibit A – Listing of Agreements, Exhibit B – ICB Contracts Attachment and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to add the ICB Contracts Attachment, attached hereto as Exhibit B, to the Agreement(s).
3. There shall be no retroactive application of any provision of this Amendment prior to the effective date of this Amendment.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) 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(s) (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(s), but rather, shall be coterminous with such Agreement(s).
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) 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 counterpart shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. 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. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name (“CLEC”)	Contract Type	Last Party Signed Date
Pacific Bell Telephone Company d/b/a AT&T California	Granite Telecommunications, LLC	Interconnection	July 1, 2010
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, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, 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, 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	Granite Telecommunications, LLC	Interconnection	November 10, 2010

EXHIBIT B ATTACHMENT – ICB CONTRACTS

1.0 Individual Case Basis (ICB) Contracts

1.0.1 The telecommunications services AT&T offers to CLEC for Resale pursuant to this Amendment are the telecommunications services AT&T sold to one or more of its End Users pursuant to a retail ICB contract.

1.0.1.1 An "ICB contract" is a written contract pursuant to which telecommunication services are sold at rates and/or terms and conditions that differ from the generally applicable rates and/or terms and conditions for those services as set forth in the applicable retail tariff or on-line service guide. These contracts may also be referred to as Customer Specific Arrangements (CSA) in certain states.

1.0.1.2 Services that are not telecommunications services eligible for Resale do not become subject to Resale when they are included in a retail ICB contract.

1.0.1.3 An ICB contract will be available for Resale by a CLEC for ninety (90) days after the effective date of the retail ICB contract and/or ninety (90) days after the effective date of a ICB contract renewal, subject to the other conditions in this Attachment. A resold retail ICB contract shall have the same termination date as the retail ICB contract.

1.0.1.4 AT&T shall disclose to CLEC through an online, password protected database, retail ICB contracts with End Users in Michigan and Illinois. AT&T ICB contracts subject to Resale that are disclosed to CLEC through means other than the online database shall also be available for Resale.

1.1 In order to resell a retail ICB contract, CLEC shall certify that it will resell the ICB contract subject to the material terms and conditions that apply to the retail ICB contract customer, as those terms and conditions:

- 1) appear on the face of the retail ICB contract
- 2) can be inferred with reasonable certainty by CLEC from ascertainable customer characteristics
- 3) are terms of the retail offer that are disclosed by AT&T to CLEC

1.2 As a condition of Resale of a retail ICB contract, CLEC commits that CLEC's ICB contract End User meets the same terms and conditions as AT&T's retail ICB contract End User, including but not limited to:

- (i) revenue commitment;
- (ii) minimum volume;
- (iii) term length;
- (iv) termination obligations;
- (v) the type of product or service offered;
- (vi) the manner in which a product or service is configured for AT&T's retail ICB contract End User, e.g., a telecommunications service may be configured with a mix of digital and analog lines and with a mix of available features;
- (vii) geography/location; and
- (viii) unique build-out or construction requirements, such as placement of fiber or diverse routing.

1.3 CLEC is solely liable to AT&T for any ICB contract penalty or early termination charges associated with ICB contracts it resells to CLEC's End User.

1.4 CLEC acknowledges the confidential nature of AT&T's retail ICB contracts and agrees to abide by the confidentiality provisions of this Agreement that require CLEC to keep confidential the information that AT&T provides to it.

- 1.5 Where AT&T is obligated to offer ICB contracts for Resale the following discounts apply. Where applicable, the Commission's approved ICB contract discounts (as reflected in the attached Price Schedule) shall be applied to resold ICB contracts for new and assumed ICB contracts. Where a Commission has not addressed Resale of ICB contracts, the parties agree that the attached Price Schedule discount shall apply unless otherwise agreed to in writing.
- 1.6 AT&T may decline to resell an ICB contract to CLEC for a CLEC End User if AT&T determines that the End User customer does not meet the terms and conditions of the ICB contract requested. In that event, AT&T shall inform CLEC of the terms which render the CLEC End User as not similarly situated and therefore not eligible to receive the retail ICB contract under a Resale arrangement. If the ICB contract requested by CLEC is an AT&T retail retention offer conditioned on a competitive bid from another carrier, AT&T may request proof of competitive bid from CLEC. This information will only be provided under a confidential arrangement with the CLEC. In the event, there is disagreement between the Parties as to whether a certain term would be met, either Party may petition the Commission for a determination.
- 1.7 If CLEC accepts an offer by AT&T to resell an ICB contract, AT&T shall provision such service in accordance with the requirements of 47 CFR 51.603(b).
- 1.8 At any time before the termination of this Agreement, either Party may request the Commission to determine that conditions on Resale other than or in addition to those prescribed in this Agreement(s) would be reasonable and nondiscriminatory. Notwithstanding the foregoing, in the event CLEC files a petition with any regulatory or judicial body requesting online access to ICBs with End Users in states other than Michigan and Illinois and/or the agreed upon non-Commission discount to apply in states where the Commission has not established a discount percentage for resale of ICB contracts in Section 1.5, then CLEC waives its rights to the agreed upon non-Commission discount to apply in states where the Commission has not established a discount percentage for resale of ICB contracts in Section 1.5 and the online access described in Section 1.0.1.4
- 1.9 If AT&T wishes to verify whether CLEC is reselling the ICB contracts in accordance with the requirements of this Amendment then AT&T may initiate an audit as set forth in this section.
- 1.9.1 AT&T may audit once each calendar year CLEC's Resale of AT&T ICB retail contracts for the purpose of evaluating whether CLEC is reselling the ICB contracts in accordance with the requirements of this Amendment. Notwithstanding the foregoing, AT&T may audit as provided herein more than once during any calendar year if the previous audit found previously uncorrected, material improper Resale of AT&T retail ICB contracts in accordance with the terms of the Amendment.
- 1.9.2 AT&T shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted during normal business hours. CLEC shall provide reasonable cooperation in any such audit, providing the auditor reasonable access to appropriate contracts and customer information reasonably necessary to assess whether CLEC is reselling AT&T retail ICB contracts in accordance with the requirements of the Amendment. AT&T shall not have access to the audited data of CLEC, but shall rely upon summary results provided by the auditor. CLEC may redact from the information provided to the auditor any confidential information that reveals information of CLEC customers that is outside the scope of the audit, proprietary Customer information, CLEC internal cost information, network security information or CLEC trade secret information.
- 1.9.3 The results of the audit shall be considered to be Confidential Information under this Agreement(s) and shall not be disclosed by AT&T except as permitted by the Confidentiality provisions of this Agreement(s). CLEC shall receive a copy of the auditor's report.

PRICING SHEETS
Exhibit C

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
16	TN	RESALE APPLICABLE DISCOUNTS	Resold ICB Contract%				16.00	16.00		