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October 24, 2018

**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 Electric Power Board of Chattanooga ("CLEC")*  
Docket No. 18-00109

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 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 certain provisions related to Operator Services and Directory Assistance (OS/DA) and discontinues Inward Service.

AT&T Tennessee respectfully requests that the Authority 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 Electric Power Board of Chattanooga*

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

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND ELECTRIC POWER BOARD OF CHATTANOOGA**

AT&T Tennessee ("AT&T") and Electric Power Board of Chattanooga ("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 certain provisions related to Operator Services and Directory Assistance (OS/DA) and discontinues Inward Service. 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 October 24, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

Electric Power Board of Chattanooga  
Dale Donaldson  
Vice President Provisioning Escalations  
10 West M. L. King Blvd, PO Box 182255  
Chattanooga, TN 37402  
[donaldsondd@epb.net](mailto:donaldsondd@epb.net)

  
\_\_\_\_\_  
Mary Reed

**AMENDMENT**

**BETWEEN**

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

**AND**

**ELECTRIC POWER BOARD OF CHATTANOOGA D/B/A EPB TELECOM**



Signature: eSigned - Katie EspesethSignature: eSigned - William BockelmanName: eSigned - Katie Espeseth  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Vice President  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 17 Sep 2018Date: 24 Sep 2018Electric Power Board of Chattanooga d/b/a EPB  
TelecomBellSouth Telecommunications, LLC d/b/a AT&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent

State	Resale OCN	CLEC OCN
TENNESSEE	4646	4645

Description	ACNA Code(s)
ACNA(s)	EPB

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ELECTRIC POWER BOARD OF CHATTANOOGA D/B/A EPB TELECOM  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This amendment ("Amendment") revises the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T") and Electric Power Board of Chattanooga d/b/a EPB Telecom ("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"), effective October 1, 2006 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to modify certain provisions related to Operator Services and Directory Assistance (OS/DA) and/or Customer Information Services; and

**WHEREAS**, on September 27, 2017, AT&T provided notification via Accessible Letter of its intent to discontinue Inward Service under Section 214 of the Act; 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. Delete all rates, terms and conditions pertaining to Inward Service (INW) from the Appendix or Attachment - Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS) and any related Pricing Sheets and/or Price Schedules from the Agreement.
3. Add the following provisions to the Appendix or Attachment Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS):

**8.7 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

8.7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Appendix or Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

8.7.2 Termination:

8.7.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix or Attachment. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

8.7.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Appendix or Attachment.

**8.8 TERMINATION – ENTIRE APPENDIX OR ATTACHMENT OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES OR CUSTOMER INFORMATION SERVICES**

8.8.1 The Parties reserve the right to suspend or terminate, without penalty, this Appendix or Attachment in its entirety on one hundred eighty (180) days' written notice. The Appendix or Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Appendix or Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Appendix or Attachment will terminate ("Termination Date"), whichever date is earlier.

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 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.