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May 4, 2021

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 United Communications, Inc. ("CLEC")*
Docket No. 21-00052

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 deletes all rates, terms, and conditions pertaining to Structure Access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way; modifies certain provisions related to Robocalling and other Prohibited Traffic; and modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements.

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

Sincerely,

A handwritten signature in cursive script that reads "Richard T. Howell".

Richard T. Howell

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 United Communications, Inc.*

Docket No. 21-00052

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND UNITED COMMUNICATIONS, INC.**

AT&T Tennessee ("AT&T") and United Communications, Inc. ("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 rates, terms, and conditions pertaining to Structure Access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way; modifies certain provisions related to Robocalling and other Prohibited Traffic; and modifies certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements. 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

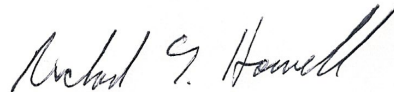
By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2021, a copy of the foregoing document was served on the following, via the method indicated:

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

United Communications, Inc.
Tommy Welch
Vice President
120 Taylor Street
Chapel Hill, TN 37034
twelch@utcoffice.net



Richard T. Howell

AMENDMENT

BETWEEN

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

AND

UNITED COMMUNICATIONS, INC.



Signature: _____ eSigned - Rick Jurosky

Signature: _____ eSigned - Kristen Shore

Name: _____ eSigned - Rick Jurosky
(Print or Type)Name: _____ eSigned - Kristen Shore
(Print or Type)Title: _____ CTO
(Print or Type)Title: _____ AVP Regulatory
(Print or Type)

Date: _____ 30 Mar 2021

Date: _____ 16 Apr 2021

United Communications, Inc.**BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
UNITED COMMUNICATIONS, INC.
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 United Communications, Inc. ("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 October 26, 2017 and subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79, WC Docket No. 17-84, Declaratory Ruling and Third Report and Order, 33 FCC Rcd 9088 (rel. Sept. 27, 2018), and the resulting rules associated therewith;

WHEREAS, the Parties desire to modify certain provisions related to Robocalling and other Prohibited Traffic;

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; 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, and 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. **Structure Access (SA)**

2.1. Delete all rates, terms, and conditions pertaining to Structure Access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way from the Agreement.

The Parties agree that all rates, terms, and conditions pertaining to Structure Access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way shall be governed by a separate agreement.

3. **Robocalling and other Prohibited Traffic**

Add the following provisions to the General Terms & Conditions (GT&Cs)

RC 1.0 PROHIBITED TRAFFIC

RC 1.1 Prohibited Traffic

RC 1.1.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules, or regulations. Prohibited Traffic includes, but is not limited to:

RC 1.1.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

RC 1.1.1.2 Traffic that unreasonably harms, frightens, or abuses; and

RC 1.1.1.3 Traffic that unreasonably interferes with the use of the AT&T-21STATE's network.

RC 1.1.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

RC 1.1.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

RC 1.1.2.2 Initiating a call, communication, or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

RC 1.1.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

RC 1.1.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

RC 1.1.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.2.7 Denial of Service attacks; and

RC 1.1.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.

RC 1.1.3 If AT&T-21STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T-21STATE may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, CLEC that transmitted the relevant traffic to AT&T-21STATE must indemnify AT&T-21STATE against any claim, loss, or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss, or damage caused by AT&T-21STATE's gross negligence or willful misconduct.

RC 1.1.4 CLEC agrees that if it receives a request for information about traffic sent to AT&T-21STATE which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from AT&T-21STATE, CLEC will promptly respond to the Authorized Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to the administrator authorized by USTelecom's Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

4. The Parties agree to delete Sections 9.1 and 9.2 from Attachment 7 of the Agreement and add the following language:

Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and

software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

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 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 with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.