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September 30, 2022

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 Big River Telephone Company, LLC ("CLEC")*
Docket No. 22-00095

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 modifies DS1 and DS3 transport rates.

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

Sincerely,

/s/ Sally Briar

Sally Briar

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 Big River Telephone Company, LLC*

Docket No. 22-00095

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND BIG RIVER TELEPHONE COMPANY, LLC**

AT&T Tennessee ("AT&T") and Big River Telephone Company, 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 modifies DS1 and DS3 transport rates. 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/ Sally Briar](#)

Sally Briar
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CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2022, a copy of the foregoing document was served on the following, via the method indicated:

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

Big River Telephone Company, LLC
John Jennings
CFO
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
jjennings@bigrivercom.com

[/s/ Sally Briar](#)

Sally Briar

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, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS,
AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS**

AND

BIG RIVER TELEPHONE COMPANY, LLC

Signature: eSigned - Gerard HoweSignature: eSigned - Kristen E. ShoreName: eSigned - Gerard Howe
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Chief Executive Officer
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 09 Aug 2022Date: 09 Aug 2022**Big River Telephone Company, 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, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
BIG RIVER TELEPHONE COMPANY, 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, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS**

This Amendment (the "Amendment") amends the Interconnection Agreements by and between AT&T and CLEC as shown in the attached Exhibit C. 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 the Interconnection agreements as shown in the attached Exhibit and as subsequently amended (the "Agreement");

WHEREAS, The Parties desire to amend the Interconnection Agreements to modify certain rates; 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 herein, and Pricing Sheets (Exhibit A, Exhibit B and Exhibit C), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
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 be filed with the applicable State Commission(s) and will become effective July 12, 2022.
8. 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.

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.

Exhibit C – Listing of Agreements

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Effective Date
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Big River Telephone Company, LLC	Interconnection	June 12, 2010
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Big River Telephone Company, LLC	Interconnection	March 15, 2006
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Big River Telephone Company, LLC	Interconnection	January 29, 2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Big River Telephone Company, LLC	Interconnection	October 1, 2011
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Big River Telephone Company, LLC	Interconnection	September 6, 2012
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Big River Telephone Company, LLC	Interconnection	September 8, 2010
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Big River Telephone Company, LLC	Interconnection	October 9, 2010
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Big River Telephone Company, LLC	Interconnection	July 30, 2003
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Big River Telephone Company, LLC	Interconnection	December 17, 2010
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Big River Telephone Company, LLC	Interconnection	August 13, 2005

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Effective Date
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Big River Telephone Company, LLC	Interconnection	March 5, 2016
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Big River Telephone Company, LLC	Interconnection	March 5, 2009
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Big River Telephone Company, LLC	Interconnection	November 4, 2010
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Big River Telephone Company, LLC	Interconnection	November 12, 2008

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
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.53			mile
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 1.06			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 5.30			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 116.79	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 233.58	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,167.90	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 3.51			mile
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 7.02			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 35.10			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,273.48	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 2,546.96	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 12,734.80	\$ 395.29	\$ 176.56	

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
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 77.86	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 848.99	\$ 395.29	\$ 176.56	