

September 28, 2026

*Via Email: tpuc.docketroom@tn.gov
And UPS Overnight*

Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, Tennessee 37238

Electronically Filed in TPUC Docket Room
on September 28, 2026 at 1:01 p.m.

**RE: Docket No. 26-00099
Approval of the First Amendment to Interconnection
Agreement Negotiated by Level 3 Communications, LLC and
West Tennessee Telephone Co., Inc.**

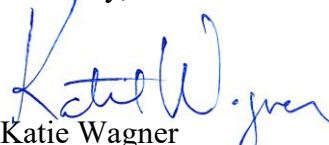
Dear Chairman:

Enclosed for filing in the referenced docket is the original of the *Petition for Approval of the First Amendment to Interconnection Agreement* ("Amendment") negotiated by *Level 3 Communications, LLC* ("Level 3") and *West Tennessee Telephone Co., Inc.* ("West Tennessee Telco"). 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 Act"), the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between Level 3 and West Tennessee Telco 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. Level 3 and West Tennessee Telco aver that the Amendment is consistent with the standards for approval. This Amendment allows the Parties to interconnect, and exchange traffic originated by or destined to an interconnected VoIP provider ("IVP") over the direct or indirect local interconnection trunk group between the Parties solely for purposes of the Amendment.

Level 3 respectfully requests that the Commission approve the Agreement.

Sincerely,


Katie Wagner
Senior Corporate Counsel

Attachments

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

**In Re: APPROVAL OF THE AMENDMENT TO INTERCONNECTION AGREEMENT
BETWEEN LEVEL 3 COMMUNICATIONS, LLC AND WEST TENNESSEE
TELEPHONE CO., INC.**

DOCKET NO. 26-00099

**PETITION FOR APPROVAL OF THE FIRST AMENDMENT TO INTERCONNECTION
AGREEMENT BETWEEN LEVEL 3 COMMUNICATIONS, LLC AND WEST
TENNESSEE TELEPHONE CO., INC.**

Level 3 Communications, LLC (“Level 3”) and West Tennessee Telephone Co., Inc. (“West Tennessee Telco”) file this request for approval of the First Amendment to Interconnection Agreement (“Amendment”) negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”). In support of their request, Level 3 and West Tennessee Telco state the following:

1. Level 3 and West Tennessee Telco have negotiated an amendment to allow Level 3 and West Tennessee Telco to interconnect, and exchange traffic originated by or destined to an interconnected VoIP provider (“IVP”) over the direct or indirect local interconnection trunk group between the Parties solely for purposes of the Amendment.
2. The recently negotiated Amendment is attached hereto.
3. Pursuant to Section 252(e) of the Act, Level 3 and West Tennessee Telco are submitting the Amendment to the Tennessee Public Utility Commission (“TPUC”) for its consideration and approval.
4. In accordance with Section 252(e) of the Act, TPUC is charged with approving or rejecting the negotiated Amendment within 90 days of its submission. The Act provides that the TPUC 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.

5. Level 3 and West Tennessee Telco aver that the Amendment is consistent with the standards for approval.
6. Pursuant to 47 USC §252(i) and 47 C.F.R. §51.809, Level 3 shall make available the entire Amendment approved pursuant to 47 USC §252.

Level 3 and West Tennessee Telco respectfully request that TPUC approve the Amendment negotiated between the parties.

Respectfully submitted,
LEVEL 3 COMMUNICATIONS, LLC

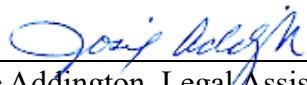
By: Kathleen W. Jones

CERTIFICATE OF SERVICE

I hereby certify that on September 28, 2026, a copy of the foregoing document was served on the following via the method indicated:

WEST TENNESSEE TELEPHONE CO., INC.	☐	Hand
	☐	Mail
Lisa Wigington	☒	Overnight
Director of Revenue Assurance & Regulatory Compliance	☐	Electronic
236 East Capitol Street		
Jackson, MS 39201		

Dated this 28th day of September 2026.



Josie Addington, Legal Assistant

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT**

BY AND BETWEEN

WEST TENNESSEE TELEPHONE CO., INC.

AND

LEVEL 3 COMMUNICATIONS, LLC

This First Amendment (this “Amendment”) is made effective, subject to Section 7 below, as of the 23rdnd day of July 2026 by and between WEST TENNESSEE TELEPHONE CO., INC. (“ILEC”) with offices at 236 East Capitol Street, Jackson, MS 39201 and LEVEL 3 COMMUNICATIONS, LLC, (“CLEC”) with offices at 931 14th Street, (9th FL), Denver, CO 80202 and shall be deemed effective upon the date of the last signature (“Effective Date”). ILEC and CLEC may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

BACKGROUND

ILEC and CLEC have previously entered into an Interconnection Agreement, approved by the Tennessee Public Service Commission.

The Parties now desire to amend the Agreement as set forth more fully below,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. Upon the Effective Date, the Agreement shall, by this Amendment, be amended as follows:

A. Insert a new Section 21. with the following:

21. INTERCONNECTED VoIP PROVIDER (“IVP”) TRAFFIC EXCHANGE

- A. An “interconnected VoIP provider” is an entity that provides interconnected VoIP service, which is a service that enables real-time, two-way voice communications, and requires both a broadband connection from the user's location and internet protocol-compatible customer premises equipment (CPE).
- B. ILEC and CLEC may interconnect, and exchange traffic originated by or destined to an IVP over the direct or indirect local interconnection trunk group between the Parties solely for purposes of this Agreement, this traffic destined to or received from an IVP (“ IVP traffic”) will be treated as Local Traffic originated by or destined to CLEC.
- C. CLEC and ILEC will continue to exchange traffic under the terms of this Agreement, including treatment of traffic terminating to ILEC End Users. Solely for purposes of this Agreement, all Local Traffic originated by Parties utilizing interconnection facilities and terminating to ILEC End Users will be treated as though originated by CLEC.

D. If utilizing a direct connection:

1. LEC will identify the IVP OCN, LRN, and Company Name and NPA-NXX(s)/blocks which will be associated with CLEC's switch and routed on CLEC's direct local interconnection trunking with the ILEC. CLEC will submit the required IVP information to ILEC 30 days prior to the IVP traffic routing over the direct local interconnection trunk.
2. The effective date for the IVP traffic routing will be provided by the CLEC, but will be no sooner than 30 days after the request is received from the IVP.
3. CLEC will submit the IVP traffic re-route request to the ILEC via an Access Service Request "ASR". The IVP NPA-NXX-block data will be submitted to the ILEC in excel format. The ASR and the excel document will be emailed to the ILEC's designated single point of contact.
4. The ILEC will not be responsible for querying the LERG/BIRRDs to determine the IVP traffic to route over the direct local interconnection trunk with the CLEC.
5. CLEC is responsible for confirming the direct local interconnection trunk group has capacity to support the IVP originated traffic. ILEC will not be responsible for any terminating call routing issues due to lack of trunk capacity to support the additional IVP traffic. ILEC and CLEC shall work together to monitor traffic volumes and ensure the direct trunk is sufficient for all traffic.

B. Replace the below sections within 2. DEFINITIONS with the following:

D. "Local Traffic" – telecommunications traffic for which reciprocal compensation is required by section 251 of the Act that 1) terminates on the other Party's network, 2) is either transited over the network of a third party or is terminated directly between the Parties, and 3) at the beginning of the call originates and terminates within the same local calling area. Local traffic shall also include Local VoIP traffic but shall not include IntraMTA Traffic.

G. "Traffic" means Local Traffic and Local VoIP Traffic.

2. Governing Law. This Agreement shall be governed by the domestic laws of the State of Montana without reference to conflict of law provisions and by applicable federal law.
3. Meaning of Terms. Capitalized terms appearing in this Amendment shall have the same meaning as is given to them in the Agreement, unless a different meaning therefore is

explicitly set forth herein, in which event the latter meaning shall be controlling for purposes of this Amendment.

4. Severability. If any provision of this Amendment is, for any reason, held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of this Amendment shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Amendment. In such a case, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Amendment on either Party. If replacement language cannot be agreed upon pursuant to negotiations, the Parties shall attempt to agree upon replacement language pursuant to the Dispute Resolution process set forth in Section 7 of the Agreement.
5. Captions and Headings. Captions and Section headings have been included in this Amendment solely for the convenience of the Parties and shall not affect the interpretation of this Amendment.
6. Confirmation of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.
7. Effectiveness. This Amendment shall become effective (the “Effective Date”) upon the date of the last signature.
8. Counterparts. This Amendment may be executed in counterparts, including via facsimile or other electronic means, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
9. Entire Agreement. This Amendment including any attachments referred to herein constitutes the entire agreement of the Parties with respect to the subject matter hereof, and, except as expressly set forth herein, supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Amendment to be duly executed on its behalf by its duly authorized representative and warrants that it has caused this Amendment to be signed and delivered by its duly authorized representative.

ILEC:

CLEC:

WEST TENNESSEE TELEPHONE CO., INC. LEVEL 3 COMMUNICATIONS, LLC

By: Robert B. Guerriero, Jr.

By: Sarah Kaus
Sarah Kaus / Aug 17, 2026 14:15:44 CDT

Name:

Name: Sarah Kaus

Title:

Title: MGR Voice Interconnection

Date: 17-Aug-2026

Date: 17-Aug-2026