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April 11, 2017

Mr. Walter L. Thomas, Jr. Secretary  
Alabama Public Service Commission  
RSA Union Building  
100 N. Union Street  
Montgomery, AL 36104



**Re: Approval of an Amendment<sup>1</sup> to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama") and Knology of Alabama, Inc. ("CLEC") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act")**  
**Agreement Effective Date: Ten (10) Days Following Commission Approval**  
**CLEC Certification No.: 25734**  
**Docket No.: U-3975**

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and CLEC are submitting to the Alabama Public Service Commission ("Commission"), an amendment to the agreement for the interconnection of their networks and the unbundling of specific network elements offered by AT&T Alabama. The agreement was negotiated pursuant to Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T Alabama and CLEC within 90 days of its submission. The 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. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

Sincerely yours,

Richard T. Howell

RTH/mr  
Attachment

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<sup>1</sup>This Amendment modifies the existing procedures for Percent Local Usage Factors.

# **AMENDMENT**

## **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

## **AND**

**KNOLOGY OF ALABAMA, INC., KNOLOGY OF SOUTH CAROLINA, INC.  
AND KNOLOGY OF TENNESSEE, INC.**



Signature: eSigned - Steve Stanfill

Signature: eSigned - William Bockelman

Name: eSigned - Steve Stanfill  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: VP Network Services  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 23 Mar 2017

Date: 23 Mar 2017

Knology of Alabama, Inc., Knology of South  
Carolina, Inc. and Knology of Tennessee, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T  
ALABAMA, AT&T SOUTH CAROLINA and AT&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
KNOLOGY OF ALABAMA, INC., KNOLOGY OF SOUTH CAROLINA, INC. AND KNOLOGY OF  
TENNESSEE, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and Knology of Alabama, Inc., Knology of South Carolina, Inc. and Knology of Tennessee, 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"), and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; 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. **PERCENT LOCAL USAGE FACTORS**
  - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
  - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
  - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
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. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). 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 91<sup>st</sup> day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this

Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").