



Janet Arnold  
Manager-Regulatory Relations

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March 10, 2015

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Dear Mr. Derouen:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to add Ruddata Corporation's ACNA and OCN to and replace the Notices section in the current interconnection agreement between AT&T Kentucky and e-Tel, LLC; **Reference No. 00254**, and to terminate the Ruddata Corporation interconnection agreement; **Reference No. 00181**.

This document is being electronically filed with the Commission on March 10, 2015. If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Janet Arnold". The signature is written in a cursive, flowing style.

Attachment

**AMENDMENT**

**BETWEEN**

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

**AND**

**E-TEL, LLC**



Signature: eSigned - Renee HaydenName: eSigned - Renee Hayden  
(Print or Type)Title: COO  
(Print or Type)Date: 24 Feb 2015

e-Tel, LLC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman  
(Print or Type)Title: Director  
(Print or Type)Date: 25 Feb 2015BellSouth Telecommunications, LLC d/b/a AT&T  
KENTUCKY by AT&T Services, Inc., its authorized  
agent

|          |           |
|----------|-----------|
| State    | CLEC OCN  |
| KENTUCKY | 5196,4240 |

|             |              |
|-------------|--------------|
| Description | ACNA Code(s) |
| ACNA(s)     | ETQ, VSC     |

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
E-TEL LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between **BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY** (previously referred to as "BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky") ("**AT&T KENTUCKY**") and e-Tel, LLC ("e-Tel"). **AT&T KENTUCKY** and e-Tel are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, **AT&T KENTUCKY** and Ruddata Corporation ("Ruddata") are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on July 12, 2011 in Docket 00181 ("Ruddata's Agreement");

**WHEREAS**, **AT&T KENTUCKY** and e-Tel are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on October 24, 2002 in Docket 00254 ("Agreement");

**WHEREAS**, e-Tel has purchased all of the assets of ("Ruddata in Kentucky, including those associated with the Ruddata Agreement ("Ruddata Assets") and Ruddata's ACNA and OCN;

**WHEREAS**, **AT&T KENTUCKY** and e-Tel intend that with e-Tel's acquisition of Ruddata's Assets that Ruddata's Agreement be terminated and the obligations between **AT&T KENTUCKY** and e-Tel, including those associated with the Ruddata Assets, be governed by e-Tel's Agreement; and

**WHEREAS**, e-Tel will add the ACNA and OCN listed in Section 3 and Section 4 of this Amendment to e-Tel's Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, **AT&T KENTUCKY** and e-Tel agree to amend e-Tel's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and pricing sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Ruddata Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, e-Tel shall be responsible for all charges previously assessed against Ruddata's ACNA and OCN prior to the Effective Date (which includes all disputed amounts and/or credits assessed) of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA VSC and OCN 4240, starting on and continuing after the Amendment Effective Date.
3. The Parties hereby add the ACNA "VSC" to the Agreement.
4. The Parties hereby add the OCN "4240" to the Agreement.
5. **AT&T KENTUCKY** shall reflect that name change from "Ruddata " to "e-Tel" only for the main billing account (header card) for each of the accounts previously billed to Ruddata . **AT&T KENTUCKY** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T KENTUCKY's** records with respect to those accounts previously billed to Ruddata , including to the services and items provided and/or billed thereunder or under the Agreement.

6. e-Tel shall operate with **AT&T KENTUCKY** under the “e-Tel” name for all accounts previously billed to Ruddata . Such operation shall include, by way of example only, submitting orders under e-Tel, and labeling (including re-labeling) equipment and facilities with “e-Tel”.
7. e-Tel is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by e-Tel, or by **AT&T KENTUCKY** on behalf of e-Tel, for updating billing accounts previously billed to Ruddata and End User records.
8. A Collocation Reassignment of Space Application (“Application”) is required for each individual site transferred from Ruddata to e-Tel. e-Tel shall submit, within thirty (30) days of the Amendment Effective Date, one (1) complete and accurate Application for each physical or virtual collocation arrangement to be transferred. On each such Application, e-Tel shall check the “Reassignment of Space” and “Reassignment of Space ACNA Change” boxes in Section Three. e-Tel shall include a copy of this Amendment with each Application. If e-Tel does not submit the required Application for any collocation arrangement within the time period set forth above, the transfer of such collocation arrangement and associated Wholesale Services agreed to herein may become null and void at the sole option of **AT&T KENTUCKY**.
9. The Parties agree to delete and replace in its entirety Section 20 of the General Terms and Conditions with the following:

20. Notices

- 20.1 Notices given by CLEC to **AT&T KENTUCKY** under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 20.1.1 delivered by electronic mail (email).
  - 20.1.2 delivered by facsimile.
- 20.2 Notices given by **AT&T KENTUCKY** to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.
  - 20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.
- 20.3 Notices will be deemed given as of the earliest of:
  - 20.3.1 the date of actual receipt;
  - 20.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;
  - 20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone;

## 20.4 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT        | CLEC CONTACT         |
|-----------------------|----------------------|
| NAME/TITLE            | Renee Hayden<br>COO  |
| STREET ADDRESS        | 607 Broadway         |
| CITY, STATE, ZIP CODE | Paducah, KY 42001    |
| PHONE NUMBER*         | 270-441-7799         |
| FACSIMILE NUMBER      | 270-441-7917         |
| EMAIL ADDRESS         | renee@etelonline.com |

|                  | AT&T CONTACT   |
|------------------|--|
| NAME/TITLE       | Contract Management<br>ATTN: Notices Manager                           |
| FACSIMILE NUMBER | (214) 712-5792   |
| EMAIL ADDRESS    | The current email address as provided on<br>AT&T's CLEC Online website |

\*Informational only and not to be considered as an official notice vehicle under this Section.

20.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.6 In addition, CLEC agrees that it is responsible for providing **AT&T KENTUCKY** with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to **AT&T KENTUCKY** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 20.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

20.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

20.6.2 CLEC may be able to place orders for certain services in **AT&T KENTUCKY** without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

- 20.7 **AT&T KENTUCKY** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. 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.