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RECEIVED

MAR 31 2014

PUBLIC SERVICE
COMMISSION

March 24, 2014

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

Re: Filing of Amendments

Dear Mr. Derouen:

Attached to this cover letter is an electronic receipt notification of the following filings:

- (1) the Amendment to add Transit Traffic Service between AT&T Kentucky and SI Wireless, LLC.
- (2) The Amendment to remove Transit Traffic Service between AT&T Kentucky and Telecom Management, Inc. [Ref 01092](#)
- (3) The Amendment to add Transit Traffic Service between AT&T Kentucky and Telecom Management, Inc.

These documents were filed with the Commission on March 24, 2014. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Michael D. Karno

MDK/tbd
Enclosure

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA

AND

TELECOM MANAGEMENT, INC.



Signature: eSigned - Kevin PhotiadesSignature: eSigned - William A. BockelmanName: eSigned - Kevin Photiades
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Regulatory Manager
(Print or Type)Title: Director
(Print or Type)Date: 18 Mar 2014Date: 19 Mar 2014

Telecom Management, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
KENTUCKY, Indiana Bell Telephone Company
Incorporated d/b/a AT&T INDIANA, Pacific Bell
Telephone Company d/b/a AT&T CALIFORNIA by
AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
CALIFORNIA	540E	457G
INDIANA	540E	489G
KENTUCKY	540E	490G

Description	ACNA Code(s)
ACNA(s)	EEA

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT
BETWEEN
TELECOM MANAGEMENT, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY, INDIANA BELL
TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between Telecom Management, Inc. (referred to as "CLEC"), and BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, and Pacific Bell Telephone Company d/b/a AT&T California). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, CLEC and AT&T are Parties to certain Commercial Agreement pursuant to which AT&T provides Transit Traffic Service ("Transit Traffic Service Agreement") dated July 13, 2010 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, AT&T and CLEC agree to amend the Commercial Transit Traffic Service Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. This Amendment removes the following state(s) from the CLEC's Terms and Conditions as well as the Appendix Pricing for the purchase of Transit Traffic Service in the state(s) of California, Indiana and Kentucky. AT&T will provide Transit Traffic Service under the terms of the Interconnection Agreement between CLEC and AT&T under Sections 251 and 252 of the Communications Act of 1996 ("Interconnection Agreement").
3. The Parties agree to add Sections 18.1.3 and 18.2.5:
 - 18.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 18.3 below.
 - 18.2.5 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 to CLEC by AT&T-22STATE.
4. The Parties agree to replace Section 18.3, 18.4 and 18.5 with the following:
 - 18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kevin Photiades Regulatory Manager
STREET ADDRESS	39 Darling Ave
CITY, STATE, ZIP CODE	South Portland, ME 04106-2320
PHONE NUMBER*	(207) 774-9500 ext:232
FACSIMILE NUMBER	(877) 554-1009
EMAIL ADDRESS	kphotiades@pioneertelephone.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 18.4 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 18.0. 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.
- 18.5 AT&T-22STATE 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.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
 6. This Transit Traffic Service Agreement for California, Indiana and Kentucky shall terminate on the date the transit rates go into effect pursuant to the approval by the Commission(s) of the Interconnection Agreement.
 7. The Effective Date of this Amendment shall be ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Effective Date").
 8. AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.