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Area Manager-Regulatory Relations

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FILED APR 05, 2017 DOCUMENT NO. 04044-17 FPSC - COMMISSION CLERK

April 5, 2017

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Knology of Florida, Inc. d/b/a WOW! Internet, Cable and Phone ("CLEC")

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CLEC. The underlying agreement was filed on October 20, 2010 in Docket Number 100425-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archel 9. Howell

Attachment

Contract Id: 8354923

Signature Page/AT&T-21STATE Page 1 of 2 KNOLOGY OF FLORIDA, INC. AND KNOLOGY OF GEORGIA, INC. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND AT&T GEORGIA

AND

KNOLOGY OF FLORIDA, INC. AND KNOLOGY OF GEORGIA, INC.



Contract Id: 8354923

Signature: eSigned - Steve Stanfill

Name: eSigned - Steve Stanfill

(Print or Type)

Signature: eSigned - William Bockelman

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: VP Network Services Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type) (Print or Type)

Date: 23 Mar 2017 Date: 23 Mar 2017

Knology of Florida, Inc. and Knology of Georgia, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T GEORGIA by AT&T Services, Inc., its authorized agent

Contract Id: 8354923

Amendment – Percent Local Usage Factor/AT&T-21STATE Page 1 of 1 KNOLOGY OF FLORIDA, INC. AND KNOLOGY OF GEORGIA, INC. Version: 01/24/17

AMENDMENT TO THE AGREEMENT BETWEEN KNOLOGY OF FLORIDA, INC. AND KNOLOGY OF GEORGIA, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA and AT&T GEORGIA ("AT&T") and Knology of Florida, Inc. and Knology of Georgia, 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 91st 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").