



Richard T. Howell
Area Manager – Regulatory Relations

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AT&T
208 S. Akard St.
#2510.02
Dallas, TX 75202
T: (214) 757-8099
F: (214) 746-2232
rh2514@att.com
www.att.com

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April 28, 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 Clear Rate Communications, Inc.

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 Clear Rate Communications, Inc. The underlying agreement was filed on January 7, 2015 in Docket Number 150025-TP.

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

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

AND

CLEAR RATE COMMUNICATIONS, INC.



Signature: eSigned - Thane Namy

Signature: eSigned - William Bockelman

Name: eSigned - Thane Namy
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: CEO
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 12 Dec 2016

Date: 13 Dec 2016

Clear Rate Communications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	839D	261G	---
ILLINOIS	279B	838D	400G
INDIANA	839D	405F	---
MICHIGAN	279B	672B	279B
OHIO	839D	972E	401G

Description	ACNA Code(s)
ACNA(s)	LRI

**AMENDMENT TO THE AGREEMENT
BETWEEN
CLEAR RATE COMMUNICATIONS, INC.**

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.; and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, AT&T ILLINOIS, INDIANA, MICHIGAN AND OHIO, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"), and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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, Exhibit A – Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**

- 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Midwest Region Performance Measures and Remedies Plan (applicable in the states of Illinois, Indiana, Michigan, and Ohio):**
 - 5.1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
11. For Florida, Illinois, Indiana, Michigan and Ohio: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. 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.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Clear Rate Communications, Inc.	Interconnection	January 18, 2011
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Clear Rate Communications, Inc.	Interconnection	July 26, 2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Clear Rate Communications, Inc.	Interconnection	December 2, 2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Clear Rate Communications, Inc.	Interconnection	October 14, 2004
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Clear Rate Communications, Inc.	Interconnection	February 18, 2011

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)				0.0007			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective through 6/30/18)				0.0000035			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU (Effective 7/1/2018)				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)				0.0004372			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)				0.00bk			MOU