

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(AT&T Illinois) and ENTELEGENT)
SOLUTIONS, INC.)
Joint Petition for Approval of Negotiated) **09 - _____**
Interconnection Agreement dated October 7, 2009)
pursuant to 47 U.S.C. § 252)

**JOINT PETITION FOR APPROVAL OF NEGOTIATED
INTERCONNECTION AGREEMENT BETWEEN
ENTELEGENT SOLUTIONS, INC. AND AT&T ILLINOIS**

Illinois Bell Telephone Company (“AT&T Illinois”) and Entelegent Solutions, Inc. through counsel, hereby request that the Commission review and approve the attached Interconnection Agreement dated October 7, 2009, pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. § 252 (a)(1) and 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for interconnection, access to unbundled network elements, resale and other services addressed in Section 251 of the Act.

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. As set forth in the attached Verification of Eddie A. Reed, Jr., AT&T Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, Mr. Reed’s Verification demonstrates that implementation of the Agreement is consistent with the public interest because it will promote competition and enhance Entelegent Solutions, Inc.’s ability to provide Illinois telecommunications users with a competitive alternative for data and transport services.

5. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

6. Copies of the Agreement are available for public inspection in AT&T Illinois and Entelegent Solutions, Inc.’s public offices.

WHEREFORE, AT&T Illinois and Entelegent Solutions, Inc. respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 12th day of October, 2009.

AT&T ILLINOIS

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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Eddie A. Reed, Jr., am Director-Interconnection Agreements for AT&T Operations, Inc., and submit this Statement in Support of the Joint Petition for Entelegent Solutions, Inc. and AT&T Illinois.

The attached interconnection agreement (the “Agreement”) between Illinois Bell Telephone Company (“AT&T Illinois”) and Entelegent Solutions, Inc. was reached through voluntary negotiations between the parties. Accordingly, AT&T Illinois and Entelegent Solutions, Inc. requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the “Act”).

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and agreement was reached on October 7, 2009. The Agreement expires December 26, 2012, and establishes the financial and operational terms for: the physical interconnection between AT&T Illinois’ and Entelegent Solutions, Inc. networks based on mutual unbundled access to AT&T Illinois’ network elements, including AT&T Illinois’ operations support systems functions; collocation; resale; and a variety of other business relationships. In general terms, the Agreement will remain in effect subsequent to the expiration date as long as the parties are actively negotiating a successor agreement or are engaged in an arbitration proceeding to obtain such an agreement. The key provisions of the Agreement are summarized as follows:

Access to Rights-of Way – Section 251(b)(4)

AT&T shall provide to Entelegent Solutions, Inc. access to Poles, Conduits and Rights of Ways pursuant to the applicable Attachment Structure Access.

Collocation – Section 251(c)(6)

Collocation will be provided pursuant to the applicable Attachment Collocation.

Database Access

AT&T shall provide Entelegent Solutions, Inc. nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Attachment 251(c)(3) UNES.

Interconnection pursuant to Section 251(c)(2)(A), (B), and (C): 47CFR §51.305(a)(1)

AT&T shall provide to Enteleget Solutions, Inc. Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Attachment Network Interconnection.

Number Portability – Section 251(b)(2)

The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Attachment Local Number Portability and Numbering.

Other Services

- ◆ 911 and E911 Services, AT&T will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Attachment 911-E911.
- ◆ AIN, AT&T will provide Enteleget Solutions, Inc. with access to Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties.
- ◆ Directory Assistance (DA), AT&T will provide nondiscriminatory access to DA services under the terms and conditions identified in the applicable Attachment Customer Information Services.
- ◆ Operator Services (OS), AT&T shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS.
- ◆ Signaling System 7 Interconnection, AT&T shall perform SS7 interconnection services for Enteleget Solutions, Inc. pursuant to the applicable Attachment Network Interconnection.
- ◆ Resale, AT&T shall provide to Enteleget Solutions, Inc. services for resale at wholesale rates pursuant to the applicable Attachment Resale.
- ◆ Transmission and Routing of Switched Access Traffic, AT&T shall provide to Enteleget Solutions, Inc. certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Attachment Network Interconnection.
- ◆ Transmission and Routing of Telephone Exchange Service Traffic, pursuant to applicable Attachment Network Interconnection.
- ◆ Unbundled Network Elements, AT&T agrees to provide Enteleget Solutions, Inc. with those services as required by Section 251(b) and/or 251(c) of the Act, if applicable.

Under Sections 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity". Because the Agreement is the product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is not discriminatory. AT&T Illinois will make this Agreement available to any other telecommunications carrier operating within AT&T Illinois' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two carriers, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall

meets their individual business interests and furthers the cause of competition in the local exchange market. This is precisely the process Congress envisioned in crafting the Act. See S. Rep. No. 23, 104th Cong., 1st Sess. at p. 19 (“The Committee intends to encourage private negotiation of interconnection agreements.”) (The Conference Committee on the Telecommunications Act of 1996 receded to the Senate on Sections 252 (a) and (b), see Joint Explanatory Statement of the Committee of Conference at p. 125).

The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission for competition to meet the individual needs of the parties and thereby will promote competition for data and transport services. The Agreement will enhance Entelegent Solutions, Inc. ability to quickly begin providing residential and business subscribers in AT&T Illinois’ service territory with a competitive alternative for their data and transport services. Under the Agreement, customers will be able to choose Entelegent Solutions, Inc. instead of AT&T Illinois for these services.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF NC)
COUNTY OF Mecklenburg)

VERIFICATION

Dave Gibson, being first duly sworn, states on oath that he is VP of Operations for Entelegent Solutions, Inc. and that the facts stated in the foregoing Joint Petition for Approval of Interconnection Agreement and Statement in Support are true and correct to the best of his knowledge, information and belief.



Dave Gibson

Subscribed and sworn to before me this 30 day of September, 2009.



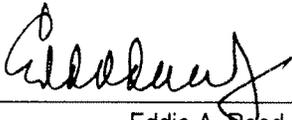
Notary Public



STATE OF TEXAS)
)
COUNTY OF DALLAS)

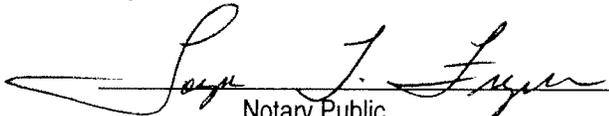
VERIFICATION

Eddie A. Reed, Jr., being duly sworn, states on oath that he is Director-Interconnection Agreements for AT&T Operations, Inc., and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Eddie A. Reed, Jr.

Subscribed and sworn to before me this 6th day of October, 2009.



Notary Public

