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July 23, 2008

VIA HAND DELIVERY

filed electronically in docket office on 07/23/08

Hon. Tree Hargett
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee and Comcast Phone of Tennessee, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00127

Dear Chairman Hargett:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Comcast Phone of Tennessee, LLC and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee are hereby submitting to the Tennessee Regulatory Authority the original plus four paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated September 25, 2005. The Amendment extends the term of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Beth Choroser, Senior Director of Regulatory Compliance, Comcast Cable Communications
Brian Rankin, Assistant General Counsel, Comcast Cable Communications



BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee and Comcast Phone of Tennessee, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE
AND COMCAST PHONE OF TENNESSEE, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Comcast Phone of Tennessee, LLC ("Comcast Phone") and BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated September 25, 2005 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Comcast Phone and AT&T state the following:

1. Comcast Phone and AT&T have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Comcast Phone. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 21, 2005.

2. The parties have recently negotiated an Amendment to the Agreement which extends the term of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Comcast Phone and AT&T are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between AT&T and Comcast Phone within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Comcast Phone and AT&T aver that the Amendment is consistent with the standards for approval.

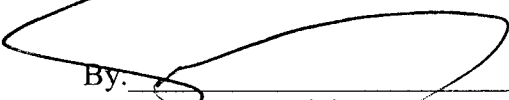
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Comcast Phone and AT&T respectfully request that the TRA approve the Amendment negotiated between the parties.

This 23 day of May, 2008.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.,
d/b/a AT&T Tennessee

By. 

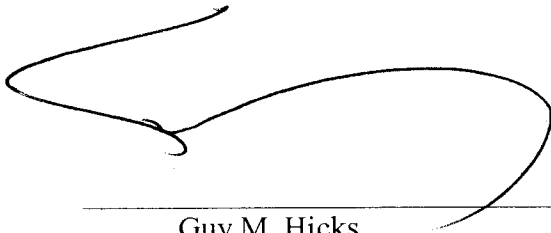
Guy M. Hicks
333 Commerce Street, Suite 2101
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(615) 214-6301
Attorney for AT&T

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 23 day of May, 2008:

Beth Choroser
Senior Director of Regulatory Compliance
Comcast Cable Communications
1500 Market Street
Philadelphia, PA 19102

Brian Rankin
Assistant General Counsel
Comcast Cable Communications
1500 Market Street
Philadelphia, PA 19102



Guy M. Hicks

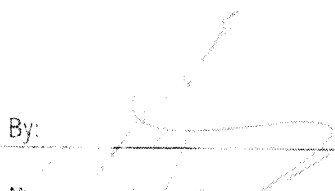
**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
COMCAST PHONE II, INC. COMCAST PHONE, LLC**

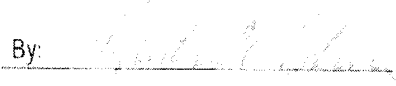
The Interconnection Agreement dated September 25, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Comcast Phone II, Inc. Comcast Phone, LLC ("Comcast Phone") ("Agreement") effective in the states of Alabama, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 24, 2008 until September 24, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Comcast Phone, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. Comcast Phone acknowledges and agrees that it will amend the Agreement in accordance with the change of law provisions in the Parties interconnection agreement, to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective on the date of the last signature executing the Amendment.

Comcast Phone II, Inc. Comcast Phone, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: 

By: 

Name: V.P. Corp Development

Name: Kristen E. Shore

Title: V.P. Corp Development

Title: Director

Date: 6-6-08

Date: 6/6/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>5540</u>	<u>BPH</u>	NORTH CAROLINA	<u>105000</u>	<u>comcast</u>
LOUISIANA	<u>585</u>	<u>BPH</u>	SOUTH CAROLINA	<u>1730</u>	<u>BPH</u>
MISSISSIPPI	<u>581</u>	<u>BPH</u>	TENNESSEE	<u>5060</u>	<u>BPH</u>