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September 5, 2008

VIA HAND DELIVERY

electronically filed 9/5/08

Chairman Tre Hargett
c/o Sharla Dillon, Dockets
and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

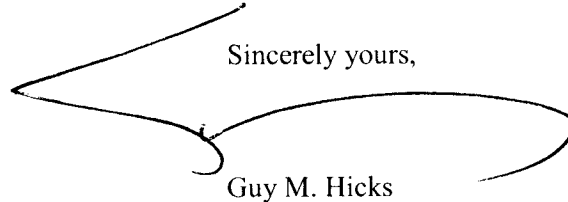
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and MCImetro Access Transmission Services LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00165

Dear Chairman Hargett:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCImetro Access Transmission Services 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 effective November 5, 2006. The Amendment relates to Call Transport and Termination of Local and ISP Bound Traffic.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Chief Network Counsel, MCI, Inc.
Director National Carrier Contracts and Initiatives, MCI, Inc.
Senior Manager Carrier Agreements, MCI, Inc.

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 MCImetro Access Transmission Services 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 MCImetro ACCESS TRANSMISSION
SERVICES LLC PURSUANT TO THE TELECOMMUNICATIONS
ACT OF 1996

COME NOW, MCImetro Access Transmission Services LLC ("MCI") 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 effective November 5, 2006 (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, MCI and AT&T state the following:

1. MCI 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 MCI. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on January 8, 2007.

2. The parties have recently negotiated an Amendment to the Agreement which relates to Call Transport and Termination of Local and ISP Bound Traffic. 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, MCI 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 MCI 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. MCI and AT&T aver that the Amendment is consistent with the standards for approval.

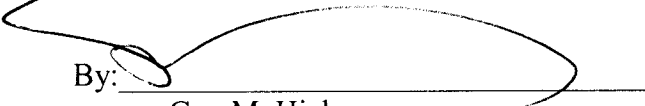
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

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

This 5th day of Sept, 2008.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(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 and facsimile on the 5th day of Sept, 2008:

MCI, Inc.
Chief Network Counsel
Attn: Robert A. Peterson
1133 19th Street NW
Washington, DC 20036
Fax: (202) 736-6903

MCI, Inc.
Director National Carrier Contracts and Initiatives
Attn: Peter H. Reynolds
22001 Loudoun County Parkway
Suite G2-3-614
Ashburn, VA 20147
Fax: (703) 886-0118

MCI, Inc.
Senior Manager Carrier Agreements
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601
Fax: (312) 470-5575



Guy M. Hicks

**Amendment to the Agreement
Between
MCImetro Access Transmission Services, L.L.C.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee
Dated November 5, 2006**

Pursuant to this Amendment, (the "Amendment"), MCImetro Access Transmission Services, L.L.C. ("MCI"), and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain 9-state Interconnection Agreement between the Parties dated November 5, 2006 ("Agreement") to be effective as of the Amendment Effective Date defined herein.

WHEREAS, AT&T and MCI entered into the Agreement on November 5, 2006, and;

WHEREAS, AT&T and MCI desire to amend the Agreement to modify certain provisions of the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 3, Sections 7.4, 7.5, 7.5.1, 7.5.2 and 7.5.3 of the Agreement are deleted in their entirety and replaced with new Sections as described below to read:

7.4 The rates that AT&T shall bill MCI for Call Transport and Termination of MCI originated Local Traffic and ISP-Bound Traffic are as set forth in Exhibit A to this Attachment. For Local Traffic originated by MCI and terminated by AT&T, AT&T shall charge MCI the Tandem Switching Function Per MOU, End Office Switching Function and Trunk Port Per MOU, Common Transport - Facilities Termination Per MOU, and Common Transport - Per Mile Per MOU rate elements when such elements are actually used by AT&T to terminate MCI's originated Local Traffic. For ISP-Bound Traffic originated by MCI and terminated by AT&T, AT&T shall charge MCI the rate for Call Transport and Termination of ISP-Bound Traffic set forth in Exhibit A.

7.5 The rates that MCI shall bill AT&T for Call Transport and Termination of AT&T originated Local Traffic and ISP-Bound Traffic are as set forth in this Section 7.5. Subject to the provisions of Attachment 3, Section 7.10.1, for purposes of this Section, AT&T originated traffic includes traffic from AT&T's end users as well as traffic from DS0 ports (sometimes referred to as Wholesale Switch Port Services) and loop/port combinations (sometimes referred to as Wholesale Local Voice Platform Services) that AT&T leases to a third party carrier. The Parties agree that the unitary rates described in this Section 7.5 are carrier specific and represent the Parties' understanding and agreement as to the proportion of ISP-Bound Traffic and Local Traffic originated by AT&T and terminated by MCI, based upon a traffic study conducted by AT&T prior to execution of this

Amendment. AT&T and MCI agree that for purposes of this Section, based on such traffic study, of the combined Local Traffic and ISP-Bound Traffic originated by AT&T and terminated by MCI, ten percent (10%) is Local Traffic and ninety percent (90%) is ISP-Bound Traffic. The Parties agree that the unitary rates agreed upon herein shall remain in effect for the remainder of the term of this Agreement. If the rates for Tandem Switching Function Per MOU, End Office Switching Function and Trunk Port Per MOU, Common Transport - Facilities Termination Per MOU, or Common Transport – Per Mile Per MOU for Call Transport and Termination of Local Traffic or the ISP-Bound Traffic rate element used to create the unitary rates are amended in the Agreement, the unitary rates set forth in Section 7.5.1 and 7.5.2, respectively, shall be recalculated to reflect the amended individual rate elements, and such recalculation shall use the same ratio of Local Traffic to ISP-Bound Traffic of 10%/90%, as described in this Section 7.5.

7.5.1 Where MCI has shown, in accordance with 47 C.F.R. § 51.711, that its switches are capable of serving a geographic area comparable to that served by BellSouth's tandem switch, the Parties agree that MCI shall bill AT&T a Tandem Unitary Rate for all minutes of AT&T originated Local Traffic and ISP-Bound Traffic terminated by MCI through such switches. The Tandem Unitary Rate shall be a weighted average of all of the Local Traffic rate elements (Tandem Switching Function Per MOU, End Office Switching Function and Trunk Port Per MOU, Common Transport - Facilities Termination Per MOU, and Common Transport – Per Mile Per MOU) for Call Transport and Termination (weighted at 10%) and the ISP-Bound Traffic rate of \$0.0007 (weighted at 90%). For MCI, such Tandem Unitary Rate shall be as follows:

\$0.0008019/MOU for Alabama
\$0.0008318/MOU for Florida
\$0.0007709/MOU for Georgia
\$0.0009174/MOU for Kentucky
\$0.0009318/MOU for Louisiana
\$0.0008518/MOU for Mississippi
\$0.0007712/MOU for North Carolina
\$0.0008779/MOU for South Carolina
\$0.0008559/MOU for Tennessee

Based upon information provided by MCI specific to MCI deployed switches, AT&T agrees that MCI's deployed switches are capable of serving a geographic area comparable to that served by AT&T's tandem switch, and thus, the Tandem Unitary Rate described in this Section 7.5.1 shall apply for all AT&T originated Local Traffic and ISP-Bound Traffic terminated by MCI through such switches. MCI represents that unless it indicates otherwise in written notice to AT&T pursuant to Section 18 of the General Terms and Conditions of the Agreement, all switches deployed by MCI in the future shall also be capable of serving a geographic area comparable to that served by AT&T's tandem switch. Absent such notice, and provided that MCI provides to AT&T substantially similar information specific to MCI switches deployed in the future as that provided with respect to MCI's currently deployed switches, AT&T will consider such future deployed switches as capable of serving a geographic area comparable to that served by AT&T's tandem switch.

7.5.2 Where MCI has not shown, in accordance with 47 C.F.R. § 51.711, that its switches are capable of serving a geographic area comparable to that served by BellSouth's tandem switch, the Parties agree that MCI shall bill AT&T an End Office Unitary Rate for all minutes of AT&T originated Local Traffic and ISP-Bound Traffic terminated by MCI through such switches. The End Office Unitary Rate shall be a weighted average of the End Office Switching Function and Trunk Port Per MOU rate element for Call Transport and Termination of Local Traffic (weighted at 10%) and the ISP-bound Traffic rate element of \$0.0007 per MOU (weighted at 90%). For MCI, such End Office Unitary Rate shall be as follows:

\$0.0007166/MOU for Alabama
\$0.0007230/MOU for Florida
\$0.0007056/MOU for Georgia
\$0.0007708/MOU for Kentucky
\$0.0008348/MOU for Louisiana
\$0.0007490/MOU for Mississippi
\$0.0007033/MOU for North Carolina
\$0.0007570/MOU for South Carolina
\$0.0007104/MOU for Tennessee

Notwithstanding the foregoing, MCI shall continue to bill the Tandem Unitary Rate in Section 7.5.1. for all minutes of AT&T originated Local Traffic and ISP-Bound Traffic terminated by MCI through switches that MCI has shown are capable of serving a geographic area comparable to that served by BellSouth's tandem switch in accordance with 47 C.F.R. § 51.711.

7.5.3 In the event that any telecommunications carrier should request to adopt the Agreement, which includes this Amendment, pursuant to Section 252(i) of the Act ("Requesting CLEC"), the Requesting CLEC shall bill AT&T in accordance with the rates, terms and conditions that existed in Sections 7.4 and 7.5 of this Agreement prior to the Amendment Effective Date for all AT&T originated Local Traffic and ISP-Bound Traffic unless and until (1) AT&T and the Requesting CLEC reach an understanding and agreement as to the proportion of ISP-Bound Traffic and Local Traffic originated by AT&T and terminated by the Requesting CLEC based upon a traffic study conducted by AT&T as described in Section 7.5, and (2) the Requesting CLEC and AT&T reach agreement on state-specific Tandem Unitary Rates and End Office Unitary Rates and incorporate such rates by amending this Amendment.

2. Attachment 3, Section 4.10 of the Agreement is deleted in its entirety and replaced with a new Section 4.10 to read:

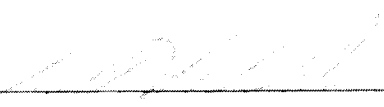
From the Amendment Effective Date through November 5, 2009, with the exception of the Transit Traffic rates (for Transit Traffic usage), the Call Transport and Termination rates (for Local Traffic and ISP-Bound Traffic originated by MCI and terminated by AT&T), and the Tandem Unitary Rates or End Office Unitary Rates (for all Local Traffic and ISP-Bound Traffic originated by AT&T and terminated by MCI) described in Section 7 of this Attachment, neither Party shall charge the

other Party for one-way or two-way interconnection trunks, facilities, or ports used to exchange Local Traffic, ISP-Bound Traffic, or Transit Traffic, regardless of whether such interconnection trunks, facilities, or ports are on the originating or terminating side of the IP. Nothing in the foregoing is intended to alter the terms of either Party's applicable tariffs. On and after November 6, 2009, until the expiration of this Agreement, with the exception of the Transit Traffic rates (for Transit Traffic usage), the Call Transport and Call Termination rates (for Local Traffic and ISP-Bound Traffic originated by MCI and terminated by AT&T), and the Tandem Unitary Rates or End Office Unitary Rates (for all Local Traffic and ISP-Bound Traffic originated by AT&T and terminated by MCI) described in Section 7 of this Attachment, neither Party shall charge the other Party for one-way or two-way interconnection trunks, facilities, or ports used to exchange Local Traffic and ISP-Bound Traffic, regardless of whether such interconnection trunks, facilities, or ports are on the originating or terminating side of the IP. On and after November 6, 2009, both Parties shall be compensated for the trunks, facilities and ports used exclusively for Transit Traffic at the rates set forth in Attachment 3, Exhibit A. Nothing in the foregoing is intended to alter the terms of either Party's applicable access tariffs.

3. The Amendment Effective Date shall be thirty calendar days after execution of this Amendment by both Parties. Notwithstanding the foregoing, provided that this Amendment is executed no later than July 15, 2008, the rates, terms and conditions of this Amendment shall be applied retroactively to January 1, 2008. In such event, within three billing cycles after the Amendment Effective Date, AT&T and MCI shall issue to the other the necessary credits and charges to implement the rates, terms and conditions of this Amendment as if the same became effective on January 1, 2008.
4. Notwithstanding anything to the contrary in this Amendment, in the event that any other telecommunications carrier should request to adopt the Agreement, as amended by this Amendment, pursuant to Section 252(i) of the Act ("Requesting CLEC"), the Requesting CLEC would only be entitled to the rates, terms and conditions set forth in this Amendment as of the date that the Agreement provisions become effective between AT&T and the Requesting CLEC (the "Adoption Effective Date") and on a prospective basis only. Nothing in this Amendment shall entitle a Requesting CLEC to any retroactive application of any rates under this Amendment to any date prior to the Adoption Effective Date.
5. All the other provisions of the Agreement shall remain in full force and effect.
6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCImetro Access Transmission Services,
L.L.C.**

By: 

Name: Peter H. Reynolds

Title: President

Date: 6/13/08

**BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee**

By: 

Name: Kristen E. Shore

Title: Director

Date: 6/13/08

OCN #

ACNA

TENNESSEE

6-13-08 Tennessee