



Guy M. Hicks  
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January 27, 2009

VIA HAND DELIVERY

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

filed electronically in docket office on 01/27/09

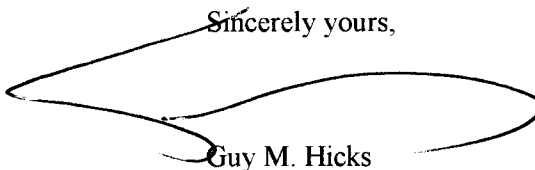
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and New Cingular Wireless PCS, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 09-00013

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, New Cingular Wireless PCS, 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 June 10, 2005. The Amendment extends the Term of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Senior Interconnection Manager, New Cingular Wireless PCS, LLC  
Attn: Legal – Interconnection, Cingular Wireless

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 New Cingular Wireless PCS, 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 NEW CINGULAR WIRELESS PCS, LLC**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, New Cingular Wireless PCS, LLC ("Cingular") 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 June 10, 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, Cingular and AT&T state the following:

1. Cingular and AT&T have successfully negotiated an agreement for interconnection of their networks, thereby facilitating Cingular's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee.
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)(2)(a)(i) of the Telecommunications Act of 1996, Cingular 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 is 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 Cingular 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. Cingular and AT&T aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, AT&T shall make the Agreement available upon the same terms and conditions contained therein.

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

This 27 day of January 2009.

Respectfully submitted,

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

By: 

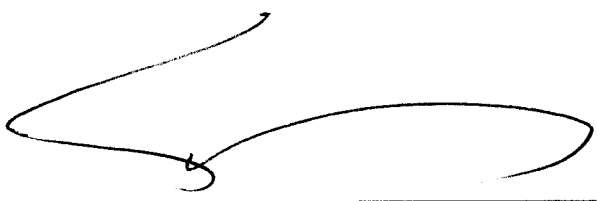
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for AT&T

#### 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 on the 27 day of January, 2009:

New Cingular Wireless PCS< LLC  
Attn: Senior Interconnection Manager  
5565 Glenridge Connector  
Suite 15206  
Atlanta, GA 30342

Cingular Wireless  
Attn: Legal – Interconnection  
16331 NE 72<sup>nd</sup> Way (RTC 1)  
Redmond, WA 98052

  
\_\_\_\_\_  
Guy M. Hicks

**Amendment to the Agreement  
Between  
New Cingular Wireless PCS, LLC  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina  
and AT&T Tennessee  
Dated June 10, 2005**

Pursuant to this Amendment, (the "Amendment"), New Cingular Wireless PCS, LLC (Cingular) and BellSouth Telecommunications, Inc. now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 2005 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, AT&T and Cingular entered into the Agreement on June 10, 2005, and:

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of the Agreement;

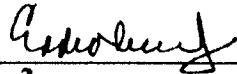
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The term of the Agreement shall be extended to September 10, 2010.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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 may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc. ,  
by AT&T Operations, Inc., its authorized agent.**

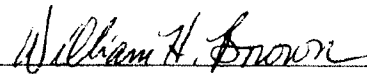
**New Cingular Wireless PCS, LLC**

By: 

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 11-10-08

By: 

Name: William H. Brown

Title: Sr. Contract Manager

Date: Oct. 28, 2008