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May 10, 2011

VIA HAND DELIVERY

filed electronically in docket office on 05/10/11

Hon. Mary Freeman, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Level 3 Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 11-00073

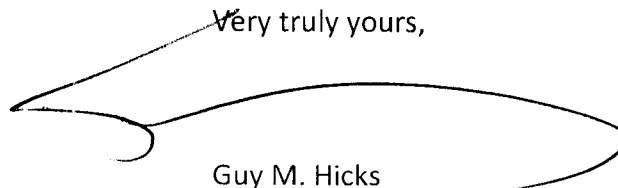
Dear Chairman Freeman:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Level 3 Communications, LLC*.

The Amendment adds Class of Service CLO, USOCs PE1C5 and PE1C6 and the associated rates.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,



Guy M. Hicks

831835

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and Level 3 Communications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE AND LEVEL 3 COMMUNICATIONS, LLC**

COME NOW, Level 3 Communications, LLC ("Level 3") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Level 3 and AT&T state the following:

1. The parties have recently negotiated an Amendment to the Agreement which adds Class of Service CLO, USOCs PE1C5 and PE1C6 and the associated rates. A copy of the Amendment is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and AT&T are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Level 3 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.

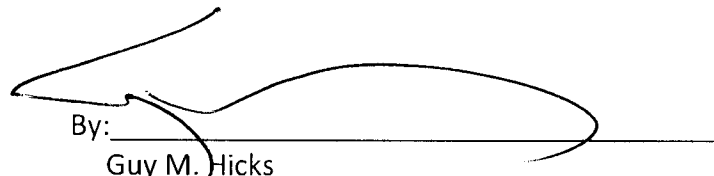
4. Level 3 and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

Level 3 and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE



By: _____

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

AMENDMENT TO THE AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS, 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

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc.¹ 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 (collectively "AT&T") and Level 3 Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective June 23, 2004 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

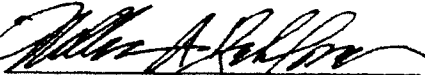
1. Add Class of Service CLO, USOCs PE1C5 and PE1C6 and the associated rate(s), as set forth in Exhibit 1 attached hereto and fully incorporated herein, to Exhibit B of Attachment 4 of the Agreement.
2. To the extent the Class of Service, USOCs, and rates in Exhibit 1 conflict with other Class of Service, USOCs and rates in the Agreement, those in Exhibit 1 shall prevail.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
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 State Commission and shall become effective ten (10) days following approval by such Commission.

¹ BellSouth Telecommunications, Inc. is now doing business in Alabama as "AT&T Alabama", in Florida as "AT&T Florida", in Georgia as "AT&T Georgia", in Kentucky as "AT&T Kentucky", in Louisiana as "AT&T Louisiana", in Mississippi as "AT&T Mississippi", in North Carolina as "AT&T North Carolina", in South Carolina as "AT&T South Carolina" and in Tennessee as "AT&T Tennessee".

Level 3 Communications, LLC

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 by AT&T
Services, Inc., its authorized agent

By: 

By: 

Printed: SCOTT SERB

Printed: William A. Buckelmann

Title: Corporate Counsel
(Print or Type)

Title: Director
(Print or Type)

Date: April 19, 2011

Date: 05/12/2011

CLEC OCN

ALABAMA	5255, 8824
FLORIDA	4802, 8824
GEORGIA	6116, 8824
KENTUCKY	4369, 8824
LOUISIANA	3232, 8824
MISSISSIPPI	5178, 8824
NORTH CAROLINA	3235, 8824
SOUTH CAROLINA	5258, 8824
TENNESSEE	4806, 8824

ACNA -

LVC

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	AL	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			2.25	2.25	2.76	2.76

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect t First	Non- Recurring Disconnect Add'l
4	FL	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			4.52	4.52	5.35	5.35

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non-Recurring Disconnect Add'l
4	GA	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	PE1C5			2.22	2.22	2.62	2.62

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	KY	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			4.52	4.52	5.54	5.54

Exhibit 1 to Collocation Amendment

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) Add'l	Non-Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	LA	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C6		0.04				

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	MS	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			2.27	2.27	2.78	2.78

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	NC	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			4.35	4.35	5.11	5.11

Exhibit 1 to Collocation Amendment

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) Add'l	Non- Recurring Disconnect First	Non- Recurring Disconnect Add'l
4	SC	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			2.26	2.26	2.77	2.77

Exhibit 1 to Collocation Amendment

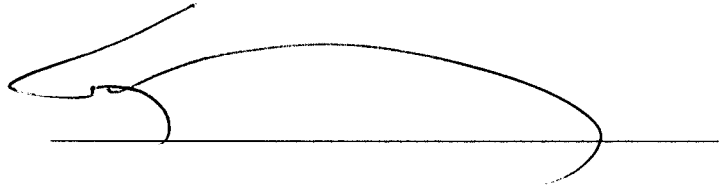
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Add'l	Non- Recurring Disconnect First	Non-Recurring Disconnect Add'l
4	TN	Physical Collocation	Physical Collocation, Cable Records CAT5/RJ45	CLO	PE1C5			8.45			

CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2011, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Mr. Richard Thayer, Director
Level 3 Communications
1025 Eldorado Blvd
Broomfield, CO 80021
rick.thayer@level3.com

A handwritten signature in black ink, appearing to be "Rick Thayer", is written over a horizontal line.