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November 6, 2012

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and MCImetro Access Transmission Services, LLC*
Docket No. 12-00138

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and MCImetro Access Transmission Services, LLC*.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and MCImetro 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. MCImetro and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment amends the "term" language.

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

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read "Joelle Phillips".

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and MCImetro Access Transmission Services, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE
AND MCIMETRO ACCESS TRANSMISSION SERVICES, LLC**

AT&T Tennessee ("AT&T") and MCImetro Access Transmission Services, LLC ("MCImetro") file this request for approval of the [Amendment to 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, MCImetro and AT&T state the following:

1. MCImetro and AT&T have 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 MCImetro. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an Amendment to the Agreement which amends the "term" language. 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, MCImetro and AT&T are submitting their Agreement to the TRA for its consideration and approval.

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

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

Respectfully submitted,

AT&T TENNESSEE

By: 

Joelle Phillips
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Attorney for AT&T

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
BELL SOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T TENNESSEE
AND
MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Tennessee ("AT&T Tennessee") (previously referred to as "BellSouth Telecommunications, Inc.") and MCImetro Access Transmission Services LLC ("CLEC"). AT&T Tennessee and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Tennessee and CLEC are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective November 5, 2006 and as subsequently amended (the "Agreement");

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

1. The Parties agree to delete the existing Section 2, "Term of the Agreement," of the General Terms and Conditions of the Agreement in its entirety and replace it with a new Section 2 as set out below:

"2. Term of the Agreement

- 2.1 The initial term of this Agreement shall expire on November 4, 2012 and shall apply to the BellSouth territory in the state of Tennessee. At the conclusion of the initial term and except as set forth below, this Agreement shall not terminate but shall continue month-to-month.
- 2.2 At any time after one hundred and eighty (180) days after the expiration of the initial term, either Party may serve the other Party with written notice of a request for negotiation and the other Party shall have thirty (30) calendar days to respond in writing indicating if it wishes to pursue a successor agreement or terminate the Agreement. If a Party wishes to pursue a successor agreement, it shall attach a written request to commence negotiations with the other Party under Sections 251/252 of the Act. Upon receipt of a Party's Sections 251/252 request, the Parties shall commence good faith negotiations for a successor agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) calendar days after commencing the negotiation referred to in Section 2.2, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. This Agreement shall remain in effect while the Parties are in negotiations or arbitration pursuant to Sections 251/252 of the Act. The Parties agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties and subsequently approved by the Commission, will be effective upon the effective date set forth in the Subsequent Agreement.
- 2.4 Notwithstanding the foregoing, in the event this Agreement converts to a month-to-month term, and the Parties are not in negotiation pursuant to Sections 251/252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days written notice to the other Party. If BellSouth provides notice to MCI that BellSouth intends to terminate the Agreement, then MCI shall have thirty (30) calendar days from receipt of such notice to provide written notice to BellSouth that MCI wishes to negotiate a Subsequent Agreement pursuant to Sections 251/252 of the Act. If MCI responds to BellSouth that it wishes to negotiate a Subsequent Agreement, then BellSouth's notice of termination and ability to convert to BellSouth's then current standard interconnection

The logo for AT&T, consisting of the lowercase letters "at&t" in a sans-serif font.

agreement will be suspended while the Parties are in negotiations or arbitration pursuant to Sections 251/252 of the Act. If the Parties cease to be in negotiations or arbitration pursuant to Sections 251/252 of the Act, and the Parties have not entered into a Subsequent Agreement, then the remainder of the original sixty (60) days notice period shall resume from the point of suspension, e.g. if MCI sent written notice on Day 15 the clock would resume with Day 16. If MCI does not provide timely written notice to BellSouth, then BellSouth shall continue to offer services to MCI, pursuant to BellSouth's then current standard interconnection agreement or MCI may exercise its rights under Section 252(i) of the Act. If BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as set forth in such Subsequent Agreement."

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 Agreement (including, but not limited to, 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 the Agreement or which may be the subject of further review.
4. This Amendment shall not modify the Effective Date of the underlying Agreement.
5. This Amendment shall be filed with and is subject to approval by the Tennessee Regulatory Authority and shall become effective ten (10) days following approval by such Commission.

MCImetro Access Transmission Services LLC

BellSouth Telecommunications, LLC d/b/a
AT&T Tennessee by AT&T Services, Inc., its
authorized agentBy: Kathy Jepsen forBy: Patrick DohertyPrinted: Peter ReynoldsPrinted: Patrick DohertyTitle: Director Contract Management
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: October 31, 2012Date: 11-5-12MCImetro Access Transmission Services LLC OCNs and ACNAs for Tennessee

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
TENNESSEE	7278		7227
	7149		7149
	7221		
	7229, 7826	7229	7229

ACNA - BFP, ICF, MFZ, WUA

MCImetro Access Transmission Services LLC may add unique combinations of OCNs and ACNAs to, or delete unique combinations of OCNs and ACNAs from the above list of OCNs and ACNAs with the consent of AT&T Tennessee, which consent shall not be unreasonably withheld, conditioned or delayed.

CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Ms. Kathy Jespersen
Verizon Business
205 N. Michigan Ave, 5th Fl.
Chicago, IL 60601
kathy.jespersen@verizonbusiness.com
t.d.huynh@verizonbusiness.com

A handwritten signature in black ink, appearing to read "T.D. Huynh", is written over a horizontal line.