



Joelle Phillips
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6311
F: 615.214.7406
jp3881@att.com

January 10, 2013

VIA HAND DELIVERY

filed electronically in docket office on 01/0/13

Hon. James Allison, 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 Corr Wireless Communications, LLC*
Docket No. 13-00008

Dear Chairman Allison:

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 Corr Wireless Communications, 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 USA Mobility 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. Corr Wireless and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment establishes bill and keep methodology.

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

Very truly yours,


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 Corr Wireless Communications, LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE
AND CORR WIRELESS COMMUNICATIONS, LLC**

AT&T Tennessee ("AT&T") and Corr Wireless Communications, LLC ("Corr Wireless") 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, Corr Wireless and AT&T state the following:

1. The parties have recently negotiated an Amendment to the Agreement which establishes bill-and-keep methodology. 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, Corr Wireless 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 Corr Wireless 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. Corr Wireless 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

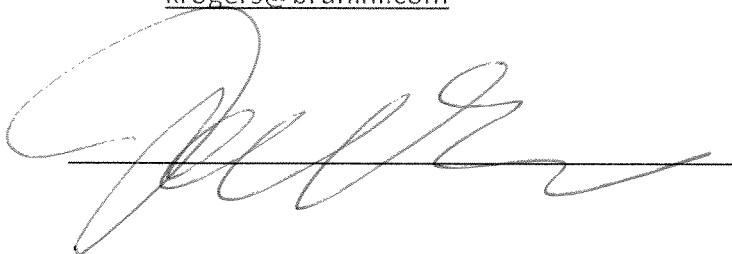
Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6311
Attorney for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on January 10, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Ken Rogers, Esquire
Brunini, Grantham, et al.
190 E. Capitol St, #100
Jackson, MS 39201
krogers@brunini.com

A handwritten signature in dark ink, appearing to read 'Ken Rogers', is written over a horizontal line.

**AMENDMENT TO THE WIRELESS INTERCONNECTION AGREEMENT
BETWEEN
CORR WIRELESS COMMUNICATIONS, L.L.C.
AND
BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T GEORGIA AND AT&T
TENNESSEE**

This Amendment (the "Amendment") amends the Wireless Interconnection Agreement by and between BellSouth Telecommunications, LLC, f/k/a BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Georgia and AT&T Tennessee (hereinafter referred to as "AT&T"), and Corr Wireless Communications, L.L.C. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Wireless Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service ("CMRS"), effective August 8, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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 definition of Local Traffic and include the following definition of IntraMTA Traffic:
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user, Customer or customer of AT&T and the Carrier's end user, Customer or customer. All references to Local Traffic and/or local traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
2. Effective July 7, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties. This provision does not apply to transit traffic.
3. The Parties agree to replace the CMRS Local Interconnection Rates per Minute of Use in Attachment B-1 of the Agreement and the Mobile to Land Trunk Usage Rates in Attachment B-2 of the Agreement for Type 2A, Type 1 and Type 2B with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects, Attachments B-1 and B-2 shall remain the same.
4. The Parties agree that the terms and conditions of the Agreement shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
5. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.



8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. This Amendment shall be filed with and is subject to approval by the State Commissions and shall become effective ten (10) days following approval by such Commissions ("Amendment Effective Date").

Corr Wireless Communications, L.L.C.
By: Cellular South, Inc., Member

BellSouth Telecommunications, LLC, d/b/a AT&T Alabama,
AT&T Georgia and AT&T Tennessee, by AT&T Services, Inc.,
its authorized agent

Signature: Benjamin C. Pace

Name: Benjamin C. Pace
(Print or Type)

Title: CFO
(Print or Type)

Date: 12/19/12

Signature: Patrick Doherty

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12-31-12

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

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) Additional	Per Unit
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			S/DSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			S/DSO Trunk

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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) Additional	Per Unit
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			S/DSO Trunk
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			S/DSO Trunk

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CMRS PROVIDER /AT&T
Appendix Pricing

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) Additional	Per Unit
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk