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THANK YOU

August 29, 2014

Hon. Herbert Hilliard, Chairman
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and TW Telecom of Tennessee LLC*
Docket No. 14-00085

Dear Chairman Hilliard:

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 TW Telecom of Tennessee LLC* ("TW Telecom").

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 Tennessee and TW Telecom 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. TW Telecom and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The Amendment changes the name and updates the notices section for certain states including Tennessee and adds Transit Traffic Service in certain other states, not including Tennessee.

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

Very truly yours,

Paul Stinson

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and TW Telecom of Tennessee LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND TW TELECOM OF TENNESSEE LLC**

AT&T Tennessee ("AT&T") and TW Telecom of Tennessee LLC ("TW Telecom") 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, TW Telecom and AT&T state the following:

1. TW Telecom 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 TW Telecom. 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 updates the Notices Section and adds the option of Metered Power Rates. 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, TW Telecom 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 TW Telecom 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. TW Telecom 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: Paul Stinson
Paul Stinson
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-3839

AMENDMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE
AND
TW TELECOM OF TENNESSEE LLC

Signature: Tina Davis

Name: Tina Davis
~~Senior Vice President~~
and General Counsel

Title: _____
(Print or Type)

Date: 8/19/2014

tw telecom of tennessee llc
by: tw telecom holdings inc.
its sole member

Signature: Patrick Doherty

Name: Patrick Doherty
(Print or Type)

Title: DIRECTOR - REGULATORY
(Print or Type)

Date: 8-26-14

BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
TW TELECOM OF TENNESSEE LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a **AT&T TENNESSEE** ("AT&T") and tw telecom of tennessee 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"), approved February 11, 2008 and as subsequently amended (the "Agreement");

WHEREAS, the Parties have agreed to add the rates for collocation power meter reading to the Agreement;

WHEREAS, the Parties have agreed to replace the Notices Section of the General Terms and Conditions in 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. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment
2. The Parties agree to add the collocation power meter reading rates contained within Exhibit A of the Amendment to Exhibit B "Collocation Rates" of Attachment 4 of the Agreement for the State of Tennessee.
3. The Parties agree to replace Section 19 of the General Terms and Conditions with the following language:

19. **Notices**

- 19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

19.1.1 delivered personally, delivered by express delivery service or mailed via U.S. certified mail , with postage prepaid and a return receipt requested.

19.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 19.3 below.

19.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in section 19.3 below.

- 19.2 Notices will be deemed given as of the earliest of:

19.2.1 the date of actual receipt or refusal of delivery when sent via express delivery service or certified mail; or

19.2.2 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.2.3 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt when delivered by email prior to 5:00 p.m. in the recipient's time zone, but the next Business Day

when delivered by email at 5:00 p.m. or later in the recipient's time zone, provided such notice is also sent by one of the other methods of delivery.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Tina Davis Sr. Vice President and General Counsel
STREET ADDRESS	10475 Park Meadows Drive
CITY, STATE, ZIP CODE	Littleton, CO 80124
PHONE NUMBER*	(303) 566-1279
FACSIMILE NUMBER	
EMAIL ADDRESS	tina.davis@twtelecom.com

With a copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Caroline Ridley Regulatory VP
STREET ADDRESS	10475 Park Meadows Drive
CITY, STATE, ZIP CODE	Littleton, CO 80124
PHONE NUMBER*	(972) 455-7833
FACSIMILE NUMBER	
EMAIL ADDRESS	Carolyn.Ridley@twtelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online web site

*Informational only and not to be considered as an official notice vehicle under this Section.

19.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.5 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online

website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. 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.

COLLO POWER METER READING AMENDMENT
PRICING SHEETS
EXHIBIT A

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
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter	CLO	PE1FO		102.24			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading -per CLEC per CO, per Each Additional 2 Circuits w/BST Meter	CLO	PE1FP		8.94			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter	CLO	PE1FQ		98.25			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC	CLO	PE1FR		8.94			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Additional Meter Reading Trip Charge, per Central Office, per Occurrence	CLO	PE1FM			307.64		
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, per Used Amp, per Power Feed ("A" or "B" Feed)	CLO	PE1FU		3.36			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested	CLO	PE1FV		5.55			

CERTIFICATE OF SERVICE

I hereby certify that on August 29, 2014, a copy of the foregoing document was served on the following, via the method indicated:

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

Tina Davis, Esquire
TW Telecom
10475 Park Meadows Drive
Littleton, CO 80124
tina.davis@twtelecom.com

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

Ms. Carolyn Ridley
TW Telecom
10475 Park Meadows Drive
Littleton, CO 80124
carolyn.ridley@twtelecom.com


