



Dennis Wagner
External & Legislative Affairs

AT&T Tennessee
333 Commerce Street
Suite 2102
Nashville, TN 37201-1800

T: 615.214.4066
F: 615.214.8867
dennis.wagner@att.com
www.att.com

October 7, 2015

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 Access Integrated Networks, Inc. / Birch Telecom of the
South, Inc.*
Docket No. 15-00094

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 Access Integrated Networks, Inc. / Birch Telecom of the South, Inc.* ("Birch").

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

The amendment reflects the change of name from Access Integrated Networks, Inc. / Birch Telecom of the South, Inc. to Birch Communications, Inc.

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

Very truly yours,

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

Dennis Wagner

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Access Integrated Networks, Inc. / Birch Telecom of the South, Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION
AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE AND ACCESS INTEGRATED
NETWORKS, INC. / BIRCH TELECOM OF THE SOUTH, INC.**

AT&T Tennessee ("AT&T") and Access Integrated Networks, Inc. / Birch Telecom of the South, Inc. ("Birch") 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, Birch and AT&T state the following:

1. Birch 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 Birch.

2. The parties have recently negotiated an amendment to the Agreement reflecting the change of name from Access Integrated Networks, Inc. / Birch Telecom of the South, Inc. to Birch Communications, Inc. 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, Birch 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 Birch 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. Birch 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 
Dennis Wagner
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-4066

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC 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

AND

BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE
SOUTH, INC.



Signature: eSigned - Gregory J. DarnellSignature: eSigned - William A. BockelmanName: eSigned - Gregory J. Darnell
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Title: Director
(Print or Type)Date: 02 Oct 2015Date: 05 Oct 2015Birch Communications, Inc. and Birch Telecom
of the South, Inc.BellSouth Telecommunications, LLC 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

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039,7096	2720,1897	2828,1897
FLORIDA	7039,7096	2720,1898	1898
GEORGIA	7039,7096	1986	4361,1986
KENTUCKY	7039,7096	2720,0393	2722,0393
LOUISIANA	7039,7096	1738	0947,1738
MISSISSIPPI	7039,7096	2720,5174	2720,5174
NORTH CAROLINA	7039,7096	2720,2435	3758,2435
SOUTH CAROLINA	7039,7096	2441	3094,2441
TENNESSEE	7039,7096	1739	3290,1739

Description	ACNA Code(s)
ACNA(s)	AXJ.VLK

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC 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
AND
BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.

The Interconnection Agreement by and between BellSouth Telecommunications, LLC 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 ("AT&T") (previously referred to as "BellSouth Telecommunications, Inc.") and Birch Communications, Inc. (f/k/a Access Integrated Networks, Inc.), and its certificated operating affiliate, Birch Telecom of the South, Inc. is hereby amended as follows.

WHEREAS, AT&T, Access Integrated Networks, Inc. ("AIN/Birch") and Birch Telecom of the South, Inc. are the parties to that certain "Interconnection Agreement" dated May 30, 2008 (the "Agreement"); and

WHEREAS, AIN/Birch has changed its name to "Birch Communications, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and Birch Communications, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc."
2. AT&T shall reflect that name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to AIN/Birch. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Birch Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by AIN/Birch with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Birch Communications, Inc. shall operate with AT&T under the "Birch Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Birch Communications, Inc., and labeling (including re-labeling) equipment and facilities with Birch Communications, Inc. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all former AIN billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
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 the event that Carrier consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Carrier's company codes or identifiers, all such entities shall be jointly and severally liable for Carrier's obligations under this 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 be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Christopher Aversano, COO
Birch Communications, Inc.
2885 Riverside Dr., #203
Macon, GA 31210
chris.aversano@birch.com

A handwritten signature in cursive script, reading "Carolyn Hanesworth", is written over a horizontal line.