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Filed Electronically in TPUC Docket Room on 2/18/2019 at 5:08 p.m.

February 15, 2019

**VIA OVERNIGHT COURIER**

Hon. David F. Jones, Chairman  
Tennessee Public Utility Commission  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Neutral Tandem-Tennessee, LLC and Onvoy, LLC*  
Docket No. 19-00024

Dear Chairman Jones:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Neutral Tandem-Tennessee, LLC and Onvoy, LLC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. CLEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment allows Neutral Tandem-Tennessee, LLC to assign its Agreement to Onvoy, LLC; allows Onvoy, LLC to use its SPIDs, ACNA, and OCNs; allows Onvoy, LLC to assume the Neutral Tandem-Tennessee, LLC SPIDs, ACNAs and OCNs; and reflects the name change under the Agreement from Neutral Tandem-Tennessee, LLC to Onvoy, LLC.

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely,

Richard T. Howell

RTH/mr  
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
Nashville, Tennessee

In re:       *Approval of the Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and Neutral Tandem-Tennessee, LLC and Onvoy, LLC*

Docket No. 19-00024

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND  
NEUTRAL TANDEM-TENNESSEE, LLC AND ONVOY, LLC**

AT&T Tennessee ("AT&T") and Neutral Tandem-Tennessee, LLC and Onvoy, LLC 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, CLEC and AT&T state the following:

1.       Neutral Tandem-Tennessee, LLC, Onvoy, LLC, 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 CLEC.

2.       The parties have recently negotiated an amendment to the Agreement. The amendment allows Neutral Tandem-Tennessee, LLC to assign its Agreement to Onvoy, LLC; allows Onvoy, LLC to use its SPIDs, ACNA, and OCNs; allows Onvoy, LLC to assume the Neutral Tandem-Tennessee, LLC SPIDs, ACNAs and OCNs; and reflects the name change under the Agreement from Neutral Tandem-Tennessee, LLC to Onvoy, LLC. 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, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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. CLEC 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.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

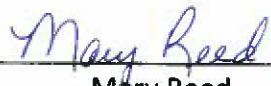
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on February 15, 2019, a copy of the foregoing document was served on the following, via the method indicated:

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

Neutral Tandem-Tennessee, LLC and  
Onvoy, LLC  
Richard Monto  
General Counsel  
550 W Adams, Suite 900  
Chicago, IL 60661  
[Richard.Monto@inteliquent.com](mailto:Richard.Monto@inteliquent.com)

  
\_\_\_\_\_  
Mary Reed

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T MISSISSIPPI  
AND AT&T TENNESSEE, THE OHIO BELL TELEPHONE COMPANY  
D/B/A AT&T OHIO**

**AND**

**ONVOY, LLC, NEUTRAL TANDEM-MICHIGAN, LLC, NEUTRAL  
TANDEM-MISSISSIPPI, LLC, NEUTRAL TANDEM-TENNESSEE, LLC**

Signature: eSigned - John BullockSignature: eSigned - William BockelmanName: eSigned - John Bullock  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Chief Operating Officer  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 02 Feb 2019Date: 04 Feb 2019

Neutral Tandem-Michigan, LLC, Neutral  
Tandem-Mississippi, LLC, Neutral Tandem-  
Tennessee, LLC

BellSouth Telecommunications, LLC d/b/a AT&T  
MISSISSIPPI and AT&T TENNESSEE, The Ohio Bell  
Telephone Company d/b/a AT&T OHIO by AT&T  
Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
MISSISSIPPI	---	719E
OHIO	363F	215F,464C
TENNESSEE	---	525E

Description	ACNA Code(s)
ACNA(s)	MSK,OWS

Signature: eSigned - Kyle V. BertrandSignature: eSigned - William BockelmanName: eSigned - Kyle V. Bertrand  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Vice President, Network Optimization & Procurement  
Title: \_\_\_\_\_  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 04 Feb 2019Date: 04 Feb 2019

Onvoy, LLC

BellSouth Telecommunications, LLC d/b/a AT&T  
MISSISSIPPI and AT&T TENNESSEE, The Ohio Bell  
Telephone Company d/b/a AT&T OHIO by AT&T  
Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
MISSISSIPPI	---	719E
OHIO	363F	215F,464C
TENNESSEE	---	525E

Description	ACNA Code(s)
ACNA(s)	MSK,OWS

**AMENDMENT TO THE AGREEMENTS  
BETWEEN  
NEUTRAL TANDEM-MICHIGAN, LLC, NEUTRAL TANDEM-MISSISSIPPI, LLC, NEUTRAL  
TANDEM-TENNESSEE, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T MISSISSIPPI, AT&T TENNESSEE,  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Neutral Tandem-Michigan, LLC, Neutral Tandem-Mississippi, LLC, Neutral Tandem-Tennessee, LLC ("Neutral Tandem") as shown in the attached Exhibit A.

**WHEREAS**, AT&T and Neutral Tandem are Parties to the Agreements as shown in the attached Exhibit A.

**WHEREAS**, AT&T and Onvoy, LLC ("Onvoy") are Parties to the Agreements as shown in the attached Exhibit B.

**WHEREAS**, Neutral Tandem desires to assign its Agreements to Onvoy, LLC ("Onvoy");

**WHEREAS**, Onvoy represents that it has registered this merger transaction and name with each Secretary of State impacted by the assignment to the extent required under applicable law or regulation;

**WHEREAS**, Onvoy represents that it has filed for a change in its certification with each Public Utilities Commission to the extent required under applicable law or regulation or by the assignment;

**WHEREAS**, Onvoy represents that it will continue to use its SPIDs registered with NPAC, ACNA registered with iconectiv and OCNs with NECA;

**WHEREAS**, Onvoy seeks to assume the SPIDs, ACNA and OCNs to the Neutral Tandem Agreements;

**WHEREAS**, Onvoy represents that it has registered these SPIDs with NPAC, ACNAs with iconectiv and OCNs with NECA;

**WHEREAS**, Onvoy desires to terminate its Agreements with AT&T, as contained in Exhibit B;

**WHEREAS**, Onvoy represents that it has authority to amend the Neutral Tandem Agreements;

**WHEREAS**, Onvoy desires to continue to purchase services from AT&T under the Neutral Tandem Agreements;

**WHEREAS**, AT&T and Onvoy agree to amend the Neutral Tandem Agreements to reflect the name change to Onvoy, LLC and assume the Neutral Tandem SPIDs, ACNAs and OCNs listed in this Amendment; and

**WHEREAS**, concurrent with the execution of this Amendment, certain services being provided today by AT&T to Onvoy will subsequently be provided by AT&T to Onvoy under the Neutral Tandem Agreements, as amended, including by way of name change from Neutral Tandem to Onvoy.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T and Onvoy agree to amend the Neutral Tandem Agreements as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Neutral Tandem's Agreements and Exhibit B – Listing of Onvoy, LLC's Agreements immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Upon the Effective date of this amendment for each state, Onvoy's Agreement for the respective state, as listed in Exhibit B, is hereby terminated.
3. The Neutral Tandem Agreements are hereby amended to reflect the assignment from "Neutral Tandem" to "Onvoy, LLC"



- 3.1 AT&T shall reflect the assignment from "Neutral Tandem" to "Onvoy, LLC" only for the main billing account (header card) for each of the CLEC accounts previously billed to Neutral Tandem. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T records with respect to those accounts previously billed to Neutral Tandem, including to the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements. Without limiting the foregoing, Onvoy affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Neutral Tandem with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Neutral Tandem Agreements.
- 3.2 Once this Amendment is effective, Onvoy shall operate with AT&T under the "Onvoy, LLC" name for those CLEC accounts previously billed Neutral Tandem. Such operation shall include, by way of example only, submitting orders under Onvoy, LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with "Onvoy, LLC"
4. The Parties agree to continue use of Neutral Tandem's company codes to the Neutral Tandem Agreements:
- ACNA: OWS  
OCN: 719E, 464C, 525E  
SPID: 505B, 604E
5. The Parties agree to assign and use Onvoy's company codes to the Neutral Tandem Agreements upon the Effective Date of this Amendment.
- ACNA: MSK  
OCN: 215F, 363F  
SPID: 4899, 858G
6. For the States of Mississippi and Tennessee, the Parties agree to add the following provision to the Attachment or Appendix for Network Interconnection.
- NI.1 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.
7. The Parties agree to replace Section N from the Neutral Tandem Agreements with the following language:
- N        Notices**
- N.1 Notices given by CLEC to AT&T-21STATE 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:
- N.1        delivered by electronic mail (email).  
N.2        delivered by facsimile.
- N.2 Notices given by AT&T-21STATE to the CLEC 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:
- N.2.1        delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.  
N.2.2        delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
- N.3.1        the date of actual receipt;

- N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle V. Bertrand Vice President, Procurement Management and Network Optimization
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, OH 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Kyle.Bertrand@inteliquent.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- N.5 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 N. 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.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 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.

7. This Amendment shall be deemed to revise the terms and provisions of the Neutral Tandem Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Neutral Tandem Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Neutral Tandem Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Neutral Tandem Agreements, or in the Neutral Tandem Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. 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 Neutral Tandem Agreements (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 Neutral Tandem Agreements or which may be the subject of further review.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING NEUTRAL TANDEM AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Neutral Tandem Agreements, but rather, shall be coterminous with such Neutral Tandem Agreements.
11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
12. For all States except Ohio: 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. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.

**Exhibit A - Listing of Neutral Tandem's Agreements**

AT&T ILEC ("AT&T")	CLEC Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a OHIO	Neutral Tandem-Michigan, LLC	Interconnection	11/23/2004
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Neutral Tandem-Mississippi, LLC	Interconnection	4/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Neutral Tandem-Tennessee, LLC	Interconnection	3/24/2008

**Exhibit B – Listing of Onvoy, LLC's Agreements**

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
The Oho Bell Telephone Company d/b/a AT&T OHIO	Onvoy, LLC	Interconnection	11/5/2008
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Onvoy, LLC	No ICA	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Onvoy, LLC	No ICA	