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September 30, 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 City Communications, Inc. ("CLEC")*
Docket No. 19-00092

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 CLEC*. 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 expands the underlying interconnection agreement to the States of Louisiana, North Carolina, and South Carolina.

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

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Howell".

Richard T. Howell

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 City Communications, Inc.*

Docket No. 19-00092

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND CITY COMMUNICATIONS, INC.**

AT&T Tennessee ("AT&T") and City Communications, Inc. ("CLEC") 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. CLEC 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 expands the underlying interconnection agreement to the States of Louisiana, North Carolina, and South Carolina. 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 September 30, 2019, a copy of the foregoing document was served on the following, via the method indicated:

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

City Communications, Inc.
Faraz Mobeen
CEO
300 Village Center Dr., Suite 103
Woodstock, GA 30188
cs@citycom.co

/s/ Richard T. Howell

Richard T. Howell

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 NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T
TENNESSEE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

CITY COMMUNICATIONS, INC.



Signature: eSigned - Faraz MobeenSignature: eSigned - William BockelmanName: eSigned - Faraz Mobeen
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: CEO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 06 Sep 2019Date: 06 Sep 2019

City Communications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
CALIFORNIA	325J	326J
GEORGIA	325J	406J
KENTUCKY	325J	403J
WISCONSIN	325J	424J

Description	ACNA Code(s)
ACNA(s)	IYO

**AMENDMENT TO THE AGREEMENT
BETWEEN
CITY COMMUNICATIONS, INC.**

AND

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH
CAROLINA AND AT&T TENNESSEE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment ("Amendment") amends the Interconnection Agreement ("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 NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ALABAMA, CALIFORNIA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE AND WISCONSIN") and City Communications, Inc. ("CLEC"). AT&T ALABAMA, CALIFORNIA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and City Communications, Inc. are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement add the State of Louisiana, North Carolina and South Carolina.

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 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 States of Louisiana, North Carolina and South Carolina to the Agreement, in addition to adding Pricing Sheets and State specific Appendices, as applicable.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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 Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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. 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.

8. For Alabama, Florida, Georgia, Kentucky, Louisiana, North Carolina, South Carolina, Tennessee: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Execution Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	City Communications, Inc.	Interconnection Agreement	7/10/2018
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	City Communications, Inc.	Interconnection Agreement	5/3/2019
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	City Communications, Inc.	Interconnection Agreement	7/8/2019
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	City Communications, Inc.	Interconnection Agreement	2/22/2019
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	City Communications, Inc.	Interconnection Agreement	2/22/2019
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	City Communications, Inc.	Interconnection Agreement	7/8/2019
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	City Communications, Inc.	Interconnection Agreement	2/22/2019