



Richard T. Howell
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February 24, 2021

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 MCImetro Access Transmission Services Corp. ("CLEC")*
Docket No. 21-00028

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 removes all rates, terms, and conditions related to Structure Access.

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

Sincerely,

A handwritten signature in black ink, reading "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 MCImetro Access Transmission Services Corp.*

Docket No. 21-00028

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND MCIMETRO ACCESS TRANSMISSION SERVICES
CORP.**

AT&T Tennessee ("AT&T") and MCImetro Access Transmission Services Corp. ("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 removes all rates, terms, and conditions related to Structure Access. 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

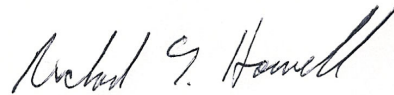
By: /s/ Richard T. Howell
Richard T. Howell
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Dallas, Texas 75202
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CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2021, a copy of the foregoing document was served on the following, via the method indicated:

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

MCImetro Access Transmission Services
Corp.
Terri Reid
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400 International Pkwy
Floor 2, Room B
Richardson, TX 75081
terri.reid@verizon.com



Richard T. Howell

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T MISSISSIPPI, AT&T NORTH
CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

AND

**MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A
VERIZON ACCESS TRANSMISSION SERVICES**

Signature: eSigned - Daniel J. Higgins IISignature: eSigned - William BockelmanName: eSigned - Daniel J. Higgins II
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: AVP Verizon Partner Solutions
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 10 Jul 2020Date: 10 Jul 2020

MCImetro Access Transmission Services Corp.
MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services

BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, 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	7149,7221,7229,7826	7229	7149,7228,7229
FLORIDA	7149,7229,7318,7448,7826	7229	2529,7149,7228,7229
GEORGIA	7149,7229,7318,7435,7826	7229	2529,7149,7228,7229
MISSISSIPPI	7149,7221,7229,7463,7826	7229	4886,7149,7227,7229
NORTH CAROLINA	7149,7221,7229,7826	7229	2529,7149,7228,7229
SOUTH CAROLINA	7149,7221,7229,7826	7229	7149,7228,7229
TENNESSEE	7149,7221,7229,7278,7826	7229	7149,7227,7229

Description	ACNA Code(s)
ACNA(s)	ICF,MFZ,WUA,AKJ,BFP

**AMENDMENT TO THE AGREEMENT
BETWEEN
MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION
SERVICES
AND
BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, AND AT&T
TENNESSEE**

This Amendment amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC, d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE ("AT&T") and MCImetro Access Transmission Services Corp. and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services. 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"), executed October 6, 2006, and as subsequently amended (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, all of which are hereby incorporated into this Amendment by this reference as if fully set forth herein and constitute a part of this Amendment.
2. The Parties agree to remove all rates, terms, and conditions related to Structure Access for the states of Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee from the Agreement. These states are hereby covered under a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-of-Way – FCC States.
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, Mississippi, North Carolina, South Carolina, and 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.