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November 4, 2022

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 GC Pivotal, LLC ("CLEC")*
Docket No. 22-00112

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 modifies DS1 and DS3 transport rates.

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

Sincerely,

/s/ Sally Briar

Sally Briar

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 GC Pivotal, LLC*

Docket No. 22-00112

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND GC PIVOTAL, LLC**

AT&T Tennessee ("AT&T") and GC Pivotal, LLC ("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 modifies DS1 and DS3 transport 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, 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/ Sally Briar](#)

Sally Briar
4426 Savage Pointe Dr.
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(630) 460-5833

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2022, a copy of the foregoing document was served on the following, via the method indicated:

<input type="checkbox"/> Hand	GC Pivotal, LLC
<input type="checkbox"/> Mail	Antonio Uribe
<input type="checkbox"/> Facsimile	Supplier Management
<input type="checkbox"/> Overnight	7900 Tysons One Place
<input checked="" type="checkbox"/> Electronic	Suite 1450
	McLean, VA 22102
	antonio.uribe@gtt.net

[/s/ Sally Briar](#)

Sally Briar

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, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY



Signature: eSigned - Antonio UribeName: eSigned - Antonio Uribe
(Print or Type)Title: Title: Supplier Management
(Print or Type)Date: 12 Aug 2022**GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity**Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 16 Aug 2022**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, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY
AND**

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, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "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 KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity ("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"), signed July 5, 2016 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. 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.

7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

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
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.53			mile
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 1.06			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 5.30			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 116.79	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 233.58	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,167.90	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 3.51			mile
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 7.02			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 35.10			
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,273.48	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 2,546.96	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESale TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 12,734.80	\$ 395.29	\$ 176.56	

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
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 77.86	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 848.99	\$ 395.29	\$ 176.56	