Electronically Filed in TPUC Docket Room on December 28, 2022 at 7:24 a.m.

Sally Briar Area Manager, Regulatory Relations AT&T
4426 Savage Pointe Dr.
Franklin, Tennessee 37064
T: (630) 460-5833
sb1621@att.com
www.att.com

December 28, 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 Georgia Public Web, Inc. ("CLEC")

Docket No. 22-00144

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 transfers and assigns Georgia Public Web, Inc. (GPW) assets to Accelecom GA, LLC. Accelecom will assume GPW's ACNA and OCNs on Exhibit A. GPW Agreements will reflect the name change to Accelecom GA, LLC as listed.

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 Georgia Public Web, Inc.

Docket No. 22-00144

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE AND GEORGIA PUBLIC WEB, INC.

AT&T Tennessee ("AT&T") and Georgia Public Web, 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 transfers and assigns Georgia Public Web, Inc. (GPW) assets to Accelecom GA, LLC.

Accelecom will assume GPW's ACNA and OCNs on Exhibit A. GPW Agreements will reflect the

name change to Accelecom GA, LLC as listed. 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

779753

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.

Franklin, Tennessee 37064

(630) 460-5833

2

CERTIFICATE OF SERVICE

| I hereby certify that on December 28, 20 served on the following, via the method indicated: | 022, a copy of the foregoing document was |
|--|--|
| [] Hand[] Mail[] Facsimile[] Overnight[x] Electronic | Accelecom GA LLC Mike Johnson VP, Planning & Engineering 1700 Eastpoint Parkway Ste. 230 Louisville, KY 40223 Mike.johnson@accelecom.net |
| | /s/ Sally Briar |
| | Sally Briar |

Contract Id: 2714173

Signature Page/AT&T-21STATE Page 1 of 2 GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AND AT&T TENNESSEE

AND

GEORGIA PUBLIC WEB, INC., ACCELECOM GA, LLC

Contract Id: 2714173

Signature Page/AT&T-21STATE Page 2 of 2 GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC Version: 4Q15 – 10/20/15

| Signature:eSigned - Eric Snell | Signature: <u>eSigned - Kristen E. Shore</u> |
|---|--|
| Name: eSigned - Eric Snell (Print or Type) | Name: <u>eSigned - Kristen E. Shore</u> (Print or Type) |
| Title: President & CEO (Print or Type) | Title: AVP- Regulatory (Print or Type) |
| Date:17 Oct 2022 | |
| Georgia Public Web, Inc. (SELLER) | BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, and AT&T TENNESSEE |
| Signature: <u>eSigned - David Flessas</u> | |
| Name: <u>eSigned - David Flessas</u> (Print or Type) | |
| Title: CEO (Print or Type) | |
| Date:18 Oct 2022 | |
| Accelecom GA, LLC | |

| State | Resale OCN | ULEC OCN | CLEC OCN |
|---------|------------|----------|----------|
| GEORGIA | 9162 | 9136 | 9135 |

| Description | ACNA Code(s) | |
|-------------|--------------|--|
| ACNA(s) | GPW | |

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC

Version: 090122

AMENDMENT TO THE AGREEMENTS BETWEEN GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA, AT&T TENNESSEE, AT&T ALABAMA, AT&T FLORIDA

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Georgia Public Web, Inc. ("GPW") as shown in the attached Exhibit A (the "GPW Agreements").

WHEREAS, AT&T and GPW are Parties to the GPW Agreements.

WHEREAS, GPW desires to assign the GPW Agreements to Accelecom GA LLC ("Accelecom");

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

WHEREAS, Accelecom represents that it has filed for certification with each Public Utilities Commission to the extent required under applicable law or regulation or by the assignment;

WHEREAS, Accelecom seeks to assume GPW's ACNA and OCNs to the GPW Agreements;

WHEREAS, Accelecom represents that it has registered the ACNA with iconectiv and OCNs with NECA;

WHEREAS, AT&T, GPW, and Accelecom agree to amend the GPW Agreements to reflect the name change to Accelecom GA LLC and assume GPW's, ACNA and OCNs listed in this Amendment; and

WHEREAS, concurrent with the execution of this Amendment, certain services being provided today by AT&T to GPW will subsequently be provided by AT&T to Accelecom under the GPW Agreements, as amended, including by way of this assignment from GPW to Accelecom.

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

- 1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A Listing of GPW's Agreements immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The GPW Agreements are hereby amended to reflect the assignment from "Georgia Public Web, Inc." to "Accelecom GA LLC"
 - AT&T shall reflect the assignment from "Georgia Public Web, Inc." to "Accelecom GALLC" only for the main billing account (header card) for each of the CLEC accounts previously billed to GPW. 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 GPW, including to the services and items provided and/or billed thereunder or under the GPW Agreements. Without limiting the foregoing, Accelecom affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by GPW with AT&T for those accounts and the services and items provided and/or billed thereunder or under the GPW Agreements.
 - 2.2 Once this Amendment is effective, Accelecom shall operate with AT&T under the "Accelecom GA LLC" name for those CLEC accounts previously billed GPW. Such operation shall include, by way of example only, submitting orders under Accelecom GA LLC and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with "Accelecom GA LLC"
- 3. The Parties agree to continue use of GPW's company codes:

ACNA: GPW

OCN: 9162, 9136, 9135

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC Version: 090122

- 4. 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.
- 5. The Parties agree to replace Section N from the GPW 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; or
 - 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.

N.4

| NOTICE CONTACT | CARRIER CONTACT |
|-----------------------|--|
| NAME/TITLE | Rosemary Watkins Controller Accelecom GA LLC |
| STREETADDRESS | 1700 Eastpoint Parkway, Ste 230 |
| CITY, STATE, ZIP CODE | Louisville, KY 40223 |
| PHONE NUMBER* | (<u>502) 586-7600</u> |
| FACSIMILE NUMBER | N/A |
| EMAILADDRESS | rosemary.watkins@accelecom.net |

| | AT&T CONTACT | |
|------------------|---|--|
| NAME/TITLE | Contract Management ATTN: Notices Manager | |
| FACSIMILE NUMBER | (214) 712-5792 | |
| EMAILADDRESS | The current email address for the Notices Manager, as provided on AT&T's CLEC Online website at http://www.clec.att.com | |

^{*}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.

GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC

Version. 090122

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.
- 6. This Amendment shall be deemed to revise the terms and provisions of the GPW 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 GPW Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the GPW Agreements), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the GPW Agreements, or in the GPW Agreements but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 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 GPW 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 GPW Agreements or which may be the subject of further review.
- 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING GPW AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying GPW Agreements, but rather, shall be coterminous with such GPW Agreements.
- 10. 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.
- 11. 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

Amendment- **Termination, Assignment/Transfer and Notices Change/**AT&T-21STATE Page 1 of 1
GEORGIA PUBLIC WEB, INC., ACCELECOM GA LLC **Version:** 090122

Exhibit A

| AT&TILEC("AT&T") | CARRIER Legal Name | Contract Type | Filed Date |
|--|--------------------------|---|------------|
| Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA | Georgia Public Web, Inc. | 9 State - Interconnection - Renegotiated 1 | 5/2/2016 |
| Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA | Georgia Public Web, Inc. | 9 State - Interconnection | 9/5/2008 |
| Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA | Georgia Public Web, Inc. | 9 State - Interconnection | 9/10/2008 |
| Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE | Georgia Public Web, Inc. | 9 State - Interconnection - Renegotiated 1 | 5/6/2016 |