



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

October 28, 2025

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on October 28, 2025 at 8:14 a.m.

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 XO Communications Services, LLC ("CLEC")*
Docket No. 25-00087

Dear Chairman:

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 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 are 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 the Structure Access provisions.

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 XO Communications Services, LLC*

Docket No. 25-00087

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND XO COMMUNICATIONS SERVICES, LLC**

AT&T Tennessee ("AT&T") and XO Communications Services, LLC ("CLEC") file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") 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 the 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 the amendment to the Agreement. The amendment removes the Structure Access provisions. 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 Amendment 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 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 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.

4. CLEC and AT&T aver that the Amendment 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 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

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2025, a copy of the foregoing document was served on the following, via the method indicated:

- Hand
- Mail
- Facsimile
- Overnight
- Electronic

XO Communications Services, LLC
Daniel Higgins II
AVP
600 Hidden Ridge
Irving, TX 70038
daniel.higgins@verizon.com

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

AND

XO COMMUNICATIONS SERVICES, LLC

Signature: eSigned - Daniel J. Higgins II

Signature: eSigned - Kristen E. Shore

Name: eSigned - Daniel J. Higgins II
 (Print or Type)

Name: eSigned - Kristen E. Shore
 (Print or Type)

Title: AVP
 (Print or Type)

Title: AVP- Regulatory
 (Print or Type)

Date: 09 Sep 2025

Date: 09 Sep 2025

XO Communications Services, LLC

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, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520

OKLAHOMA	2796	---	---
SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T TENNESSEE, ILLINOIS BELL
TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC
D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY, LLC, D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE
COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA
AND AT&T TEXAS, WISCONSIN BELL, LLC, D/B/A AT&T WISCONSIN**

This Amendment (Amendment) amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC, d/b/a AT&T TENNESSEE, Illinois Bell Telephone Company, LLC, d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC, d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC, d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC, d/b/a AT&T OHIO, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, LLC d/b/a AT&T WISCONSIN (AT&T) and XO Communications Services, LLC (CLEC). AT&T and CLEC are hereinafter referred to collectively as Parties and individually as a Party.

WHEREAS, AT&T and CLEC are Parties to the Agreements shown in the attached Exhibit A.; and

WHEREAS, AT&T and CLEC wish to enter into a Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.

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, terms and conditions, contained herein, including Exhibit A – Listing of Agreements, all of which constitute a part of this Amendment.
2. The Parties agree to remove all rates, terms, conditions, and appendices/attachments related to Structure Access from the Agreements listed in Exhibit A. From the Execution Date, Structure Access will be covered by a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.
3. This Amendment is 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 will 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, may 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 does not modify or extend the Effective Date or Term of the underlying Agreement, but rather be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT 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 will be considered an original and such counterparts together constitute one and the same instrument.

8. For Illinois, Indiana, Kansas, Michigan, Missouri, Oklahoma, Tennessee, Texas: This Amendment will be filed with and is subject to approval by the applicable state Commission and become effective 10 days following approval by such Commission. For Arkansas: This Amendment will be filed with the Arkansas Public Service Commission and become effective upon filing. 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 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment will become effective 10 days after the mailing date of the final order approving this Amendment.

Exhibit A – List of Agreements

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Effective Date
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	XO Communication Services, LLC	Interconnection	3/21/2006
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Interconnection	11/4/1999
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	XO Communication Services, LLC	Interconnection	10/24/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	XO Communication Services, LLC	Interconnection	8/13/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Interconnection	10/20/2006
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	XO Communication Services, LLC	Interconnection	8/29/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Interconnection	11/1/2001
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	XO Communication Services, LLC	Interconnection	6/10/2010
Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Interconnection	1/8/2002
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	XO Communication Services, LLC	Interconnection	12/11/2001
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Interconnection	3/11/2004