

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.
Guy M. Hicks
General Counsel
*01 JUN 1 PM 2 00
OFFICE 615 214 6301
EXECUTIVE SECRETARY Fax 615 214 7406

May 31, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc.. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

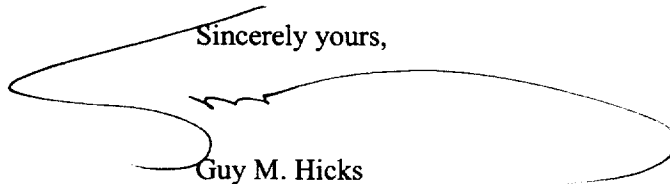
Docket No. ~~01-00336~~
01-00477

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated November 4, 1999. The Amendment revises the definition of Local Traffic and addresses inter-carrier compensation for ISP Bound Traffic

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00336~~
01-0477

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND XO TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (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, XO and BellSouth state the following:

1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated an Amendment to the Agreement which revises the definition of Local Traffic and addresses inter-carrier compensation for ISP Bound Traffic. 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, XO and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and XO within 90 days of its submission. The Act provides that the TRA 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.

5. XO and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

XO and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 31st day of May, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

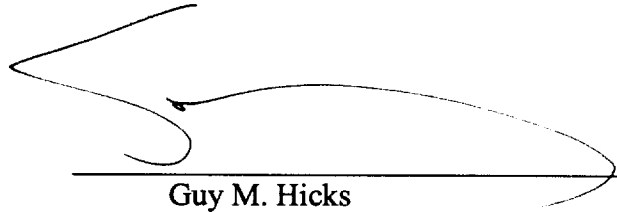
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 3rd day of May, 2001:

Dana Shaffer
XO Tennessee, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Tennessee, Inc.
Regulatory Department
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Communications, Inc.
Regulatory Department
1730 Rhode Island Ave., NW
Suite 1000
Washington, D.C. 20036



Guy M. Hicks

**Amendment to Master
Interconnection Agreement between
XO Tennessee, Inc. and
BellSouth Telecommunications, Inc.
Dated November 4, 1999**

Pursuant to this Agreement (the "Agreement"), XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and XO dated November 4, 1999.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, XO and BellSouth hereby covenant and agree as follows:

1. Delete in its entirety the Local Traffic definition in the General Terms and Conditions and replace with a new definition as follows:

1.1 Local Traffic. Local traffic shall be as is defined in Section 8 of Attachment 3.

2. Delete in its entirety Section 3.9.3 of Attachment 3 and replace with a new Section 3.9.3 as follows:

3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for XO's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group). When using MTA, the charges as specified in the Interconnection Agreement for the additional transport and tandem switching will be assessed on an elemental basis in addition to the reciprocal compensation or inter-carrier compensation rate set forth in Section 8. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate in good-faith appropriate rates, terms and conditions for MTA.

3. Delete in its entirety Section 8 of Attachment 3 and replace with a new Section 8 as follows:

8. Interconnection Compensation

8.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP Bound Traffic

- 8.1.1 Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.
- 8.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound traffic at the following rates:
- | | |
|-----------------|-------------------|
| 1/1/01-12/31/01 | \$0.00175 per MOU |
| 1/1/02-11/3/02 | \$0.0015 per MOU |
- 8.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP bound traffic as set forth in Section 8.1.2. It is expressly understood and agreed that this compensation arrangement for ISP-bound traffic is being entered into in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to December 31, 2000, which is hereby given.
- 8.1.3.1 The Parties recognize and agree that the FCC will issue subsequent decisions on ISP-bound traffic and/or Local Traffic ("Subsequent Decisions"). The Parties expressly agree that, once such an FCC order is effective, they will amend, within 45 calendar days, this Attachment and the parties' current Interconnection Agreement to implement such Subsequent Decision on a going forward basis, retroactive to the effective date of the Subsequent Decision. In the event that the FCC order prescribes treatment only for ISP-bound traffic, and not Local Traffic, either Party may request to renegotiate the rates for Local Traffic contained in Section 8.1.2 in the Amendment incorporating the FCC order. The Parties further agree that there will be no true-up of amounts paid prior to the effective date of the Subsequent Decision.
- 8.1.3.2 XO agrees that it will not seek to elect reciprocal compensation or inter-carrier compensation for rates, terms, or conditions from another interconnection agreement that are inconsistent with the provisions set forth in Sections 8.1.1-8.1.3.2, as well as Section 15.1 of the General Terms and Conditions prior to a Subsequent Decision. After a Subsequent Decision, XO may seek to elect reciprocal compensation or inter-carrier compensation rates, terms, and conditions from another interconnection agreement in accordance with the provisions of the Subsequent Decision.

All other provisions of the Interconnection Agreement, dated November 4, 1999, shall remain in full force and effect.

Either or both of the Parties are authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

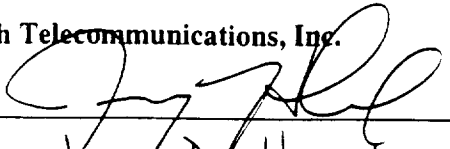
BellSouth Telecommunications, Inc.

By: _____

Name: _____

Title: _____

Date: _____



Jerry D. Hendrix

Exec. Director

4/23/01

XO Tennessee, Inc.

By: _____

Name: R. Gerard Saleme

Title: Senior Vice President

Date: 4-18-01

