

BellSouth Telecommunications, Inc.

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June 16, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 06/16/06

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

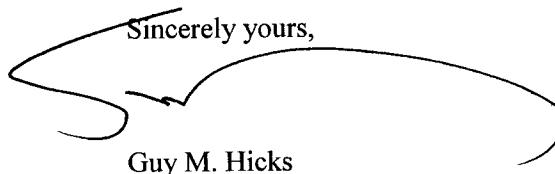
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ALEC, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06-00161

Dear Chairman Jones:

Enclosed is the original plus six paper copies and an electronic copy of the executed Amendment to the Interconnection Agreement between ALEC, Inc. and BellSouth Telecommunications, Inc. The Amendment modifies the Notice provision in the Agreement and modifies Section 7.1.4 relating to ISP-bound Traffic. The parties request approval of the Amendment to the Interconnection Agreement by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", written over a horizontal line.

Guy M. Hicks

cc: Mark Hayes, ALEC, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

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

COME NOW, ALEC, INC. ("ALEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 4, 2003 (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, ALEC and BellSouth state the following:

1. ALEC 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 ALEC. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 3, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which modifies the Notice provision in the Agreement and modifies Section 7.1.4 relating to 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, ALEC 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 ALEC 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. ALEC and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

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

This 16th day of June, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

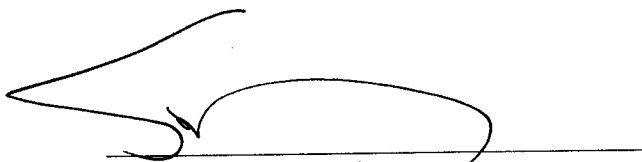
By: 

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 16 day of JUNE, 2006:

Mark Hayes
ALEC, Inc.
250 West Main Street
Suite 1920
Lexington, Kentucky 40507



Guy M. Hicks

**Agreement Between
ALEC, Inc.
and
BellSouth Telecommunications, Inc.**

THIS AGREEMENT is made by and between ALEC, Inc. (ALEC), a Kentucky corporation, and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation. This Agreement may refer either BellSouth or ALEC or both as a "Party" or "Parties".

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ALEC is a competitive local exchange carrier authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, BellSouth and ALEC have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing interconnection agreement between the Parties, which expired on January 3, 2006, (Expired Agreement) and;

WHEREAS, until such time as the Parties execute the New Agreement, BellSouth and ALEC shall continue to operate under the rates, terms and conditions of the Expired Agreement, except as set forth below; and

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, the Parties hereby covenant and agree as follows:

1. The Parties are to delete Section 20.1 of General Terms and Conditions and replace as follows:

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

ALEC, Inc.

Mark Hayes
250 West Main Street
Suite 1920
Lexington, Kentucky 40507
Electronic Mail: mhayes@alec.net
Telephone Number: 859-254-9667

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. The Parties agree to replace section 7.1.4 and its subsections through section 7.1.4.3.4 of Attachment 3 of the Interconnection Agreement with the language set forth below.

7.1.4 The Parties shall compensate each other for the costs of transporting and terminating all Local Traffic and ISP-bound Traffic as follows:

7.1.4.1 The Parties agree that the applicable single rate identified in 7.1.4.1.1 below, which is also set forth in Exhibit A to this Attachment, will be the only rate applicable for the call transport and termination of Local Traffic and ISP-bound Traffic in accordance with the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand) and through the expiration date of this Agreement. However, the elemental rates set forth in Exhibit A of this Attachment shall apply through the term of this Agreement for Multiple Tandem Access, as described in Sections 4.10.1.5 above, and Transit Traffic, as described in Section 7.6.1 below.

7.1.4.1.1 The minute of use rate applicable to the compensation of Local Traffic and ISP-Bound Traffic shall be that rate approved by the FCC in the ISP Order on Remand, which is \$.0007 per minute of use.

7.1.4.3 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:

7.1.4.3.1 For ISP-bound Traffic exchanged through the Expiration Date of this Agreement, compensation as set forth above shall be billed by the terminating Party to the originating Party on the ISP-bound minutes up to a ceiling of ISP-bound minutes, which shall be calculated as set forth in the ISP Order on Remand. The Parties have exchanged data to determine the appropriate volume of minutes to be utilized.

7.1.4.3.2 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party.

3. This Agreement shall be deemed effective August 1, 2005.
4. All of the other provisions of the Agreement, dated January 4, 2003, shall remain in full force and effect.
5. The term of this Agreement shall be one year or until the Parties execute the New Interconnection Agreement, whichever is sooner.
6. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

ALEC, Inc.

By: Kristen E. Shore

By: Mark J. Hayes

Name: Kristen E. Shore

Name: Mark J. Hayes

Title: Director

Title: President CLEC Svs

Date: 5/1/06

Date: April 20 2006