



Paul T. Stinson, P.E.
External & Legislative Affairs

AT&T Tennessee
333 Commerce Street
Suite 2102
Nashville, TN 37201-1800

T: 615.214.3839
F: 615.214.8867
paul.stinson@att.com
www.att.com

August 25, 2014

Hon. Herbert Hilliard, Chairman
Tennessee Regulatory Authority
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*
Docket No. 14-00078

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and XO Communications Services, LLC ("XO")*.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee 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. XO and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The Amendment replaces rates for transport and termination of local calls, implements a bill and keep compensation plan, provides for XO name change and updates the Notice Section of the agreement.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul Stinson", written over a horizontal line.

Paul Stinson

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the]Interconnection Agreement Negotiated by
AT&T Tennessee and XO Communications Services, LLC*

Docket No. _____

**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 ("XO") 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, XO and AT&T state the following:

1. XO 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 XO. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an Amendment to the Agreement which replaces rates for transport and termination of local calls, implements a bill and keep compensation plan, provides for XO name change and updates the Notice Section of the agreement. 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 AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T 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 AT&T aver that the Agreement is consistent with the standards for approval.

6. 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.

XO and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: Paul Stinson
Paul Stinson
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-3839

AMENDMENT

BETWEEN

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

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Steven NocellaSignature: eSigned - William A. BockelmanName: eSigned - Steven Nocella
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Technology Officer
(Print or Type)Title: Director
(Print or Type)Date: 21 Aug 2014Date: 22 Aug 2014**XO Communications Services, LLC****BellSouth Telecommunications, LLC d/b/a AT&T
TENNESSEE by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	ULEC OCN	CLEC OCN
TENNESSEE	7344	436B	7344

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN**

**XO COMMUNICATIONS SERVICES, INC
AND**

BellSouth Telecommunications, LLC. d/b/a AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Bell South Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") and XO Communications Services, Inc. ("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"), approved June 21, 2004 and as subsequently amended (the "Agreement"); and

WHEREAS, XO Communications Services, Inc. has changed its name to "XO Communications Services, LLC", and wishes to reflect that name change as set forth herein.

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

1. The Parties agree to delete and replace in its entirety the terms of Attachment 3, LOCAL TRAFFIC EXCHANGE, Section 1.8, Rates, as follows:

Rates for interconnection of local traffic on the BellSouth network, as described in this Section, are set out in Attachment 12. Compensation for the transport and termination of local calls shall be reciprocal, as set out in Section 8 below, and shall reflect the fixed and non-recurring costs incurred. Compensation for interconnection trunks and associated, dedicated facilities shall be as set out in Section 4 below.

2. The Parties agree to delete and replace in its entirety the terms of Attachment 3, LOCAL INTERCONNECTION, Section 4, Charges for Two-Way Trunk Groups, as follows:

Charges for Two-Way Trunk Groups shall be consistent with Attachment 7, CONNECTIVITY BILLING AND RECORDING, Section 4.2, Mutual Compensation.

3. The Parties agree to delete and replace in its entirety the terms of Attachment 7, CONNECTIVITY BILLING AND RECORDING, Section 4.2, Mutual Compensation, as follows:

The Parties shall implement a bill and keep compensation plan under which neither Party will charge the other Party recurring or nonrecurring charges associated with interconnection trunks (one-way or two-way) and associated, dedicated facilities for the exchange of Local Traffic (non-transit), ISP-bound Traffic, and IntraLATA Toll Traffic during the term of the interconnection agreement. Both Parties, as appropriate, shall be compensated for the furnishing of interconnection trunks and facilities for exchange of Transit Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the interconnection point and is responsible for bearing its own costs on its side of the interconnection point. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the interconnection point such facilities are not subject to "bill and keep," the leasing party shall pay the facilities charges set forth in Attachment 12 (Tennessee Pricing) of this Agreement.

4. The Agreement is hereby amended to reflect the name change from "XO Communications Services, Inc." to "XO Communications Services, LLC".
 - 4.1 AT&T shall reflect that name change from "XO Communications Services, Inc." to "XO Communications Services, LLC" only for the main billing account (header card) for each of the accounts previously billed to XO Communications Services, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO Communications Services, LLC, affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
 - 4.2 Once this Amendment is effective, XO Communications Services, Inc. shall operate with AT&T under the "XO Communications Services, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under XO Communications Services, LLC, and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with XO Communications. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T to update Carrier's name on all applicable billing accounts (BANS), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. Replace General Terms and Conditions, Section 19. Notices with the following:
 19. Notices
 - 19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:
 - 19.1.1 delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 19.2 Notices will be deemed given as of the earliest of:
 - 19.2.1 the date of actual receipt;
 - 19.2.2 the next Business Day when sent via express delivery service;
 - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Gegi Leeger Director – Regulatory Contracts
STREET ADDRESS	13865 Sunrise Valley Drive, Suite 200
CITY, STATE, ZIP CODE	Herndon, VA 60523-2188
PHONE NUMBER*	703-547-2109
EMAIL ADDRESS	gegi.leeger@xo.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

With a copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Rex Knowles Executive Director-Regulatory Affairs
STREET ADDRESS	8851 S. Sandy Pkwy
CITY, STATE, ZIP CODE	Sandy, UT 84070
PHONE NUMBER*	801- 983-1504
EMAIL ADDRESS	Rex.Knowles@xo.com

*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. This Amendment shall be filed with and is subject to approval by the Tennessee Regulatory Authority ("TRA") and shall become effective ten (10) days following approval by the TRA.

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2014, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Mr. Steve Nocella
XO Communications Services, LLC
2147 Route 27
Edison, NJ 08817
Steve.Nocella@xo.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Ms. Gegi Leeger
XO Communications Services, LLC
13865 Sunrise Valley Drive
Herndon, VA 20171
Gegi.Leeger@xo.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Mr. Rex Knowles
XO Communications Services, LLC
8851 S. Sandy Pkwy
Sandy, UT 84070
Rex.Knowles@xo.com


