

BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

July 27, 2005

RECEIVED

JUL 28 2005

PUBLIC SERVICE
COMMISSION

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Re: Petition to Establish Docket to Consider Amendments to Interconnection
Agreements Resulting from Change of Law, Kentucky Broadband Act
KPSC 2004-00501

Dear Ms. O'Donnell:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of 1) BellSouth's Motion to Dismiss Aero's Petition; and 2) BellSouth's Motion to Enforce the Commission's April 29, 2005 Order and Response to Aero's Petition for Clarification.

Sincerely,


Dorothy J. Chambers

Enclosure

cc: Parties of Record

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 28 2005

PUBLIC SERVICE
COMMISSION

In the Matter of:

PETITION TO ESTABLISH DOCKET)
TO CONSIDER AMENDMENTS TO)
INTERCONNECTION AGREEMENTS) CASE NO. 2004-00501
RESULTING FROM CHANGE OF LAW,)
KENTUCKY BROADBAND ACT)

BELLSOUTH TELECOMMUNICATIONS, INC.'S
MOTION TO DISMISS AERO'S PETITION

INTRODUCTION

BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, hereby moves to dismiss Aero Communications, LLC's ("Aero") July 15, 2005 Petition, which states Aero seeks an order further clarifying the Commission's June 13, 2005 Order (Aero's "Petition for Clarification"). Aero's Petition should be dismissed as it has not been filed by a licensed Kentucky attorney as required by Kentucky law and Commission rules and also because it is a thinly disguised motion for rehearing that is untimely. The Commission's June 13, 2005 Order, as well as the Commission's April 29, 2005 Order, need no further clarification. Rather, as discussed in BellSouth's Response and Motion to Enforce, simultaneously filed with this Motion, Aero should be required to comply with the clear directions this Commission has given for the Interconnection Agreement to be amended, bringing an end to DSL over UNE-P.

ARGUMENT

BellSouth respectfully moves this Commission to dismiss Aero's Petition because it violates two threshold requirements. First, Aero, as a corporation, appears without authorized

counsel in violation of Kentucky law, as well as in violation of this Commission's rules, which prohibit a corporation from appearing before this Commission without a representative licensed to practice law in Kentucky. Second, Aero's "clarification" motion actually is a motion for rehearing that is untimely under the Kentucky statute for rehearing, KRS 278.400. The Commission should take appropriate action on Aero's failure to comply with these, the most basic rules of practice before this Commission: representation by a properly admitted attorney and timeliness in seeking rehearing.

I. Aero's Repeated Disregard of Kentucky Rules Requires Dismissal of Its Petition.

Aero's Petition should be dismissed because Aero filed the petition without representation by an attorney authorized to practice law in Kentucky. As BellSouth has noted on repeated occasions in this docket, Aero has been and continues to be in violation of the requirement that a corporation be represented by a licensed member of the Kentucky Bar.¹

Specifically, as this Commission previously has observed:

[A]ny attorney who is not licensed to practice in the State of Kentucky and who seeks to represent a client or employer before this Commission, must engage a member of the Kentucky Bar Association.

Administrative Case No. 249, *Practice Before the Commission by Attorneys Non-Licensed in the Commonwealth of Kentucky* (Ky. P.S.C. June 15, 1981) at 2. *See also*, Case No. 2001-068, *Computer Innovations v. BellSouth Telecommunications* (Ky. P.S.C. April 11, 2002) at 2 and Case No. 98-140, *In the matter of: Matthew Barber v. Excel Communications*, (Ky. P.S.C. May 7, 1998) at 2.²

¹ As Aero admits, it has been a party to this proceeding from its inception. Aero Petition at 1. From then until the present, Aero has failed to engage Kentucky counsel. BellSouth has repeatedly objected to Aero's participation in this docket without licensed Kentucky counsel, for example, at the February 24, 2005 informal conference, and in BellSouth's March 16, 2005 Comments. No further unauthorized representation should be countenanced on Aero's behalf. Aero's blatant disregard of the Commission's and Kentucky's rules is not a single oversight, but a repeated course of conduct.

² See 807 KAR 5:001(12)

Aero Communications, as a limited liability corporation, must be represented at this Commission by an attorney licensed to practice in Kentucky. Since the beginning of this proceeding until and through the present, Aero has not been represented by Kentucky counsel. Mr. Twomey's continued unauthorized practice of law in this proceeding before the Kentucky Commission requires, at a minimum, that Aero's petition be dismissed.

II. Aero's Petition Also Should be Dismissed as Untimely.

Aero's Petition is untimely. KRS 278.400 provides that any party to a proceeding may request rehearing within 20 days of service of the order:

After a determination has been made by the commission in any hearing, any party to the proceedings may, within twenty (20) days after the service of the order, apply for a hearing with respect to any of the matters determined.

KRS 278.400. Aero's petition for clarification, filed July 14, 2005, was untimely under the statutory timeframe as to both the Commission's April 29, 2005 Order and the June 13, 2005 Order.

Aero's request, that Aero's embedded customers be protected "from significant rate increases during the transition period"³ not only is based on inaccurate assumptions,⁴ but also is not "additional evidence that could not with reasonable diligence have been offered"⁵ to the Commission in its original determination. And assuming, contrary to fact, that Aero had a "newly discovered issue" arising from the Commission's June 13, 2005 Order, which it does not, Aero's petition, nevertheless, is untimely pursuant to KRS 278.400. The time to seek rehearing from either the Commission's April 29, 2005 Order or the June 13, 2005 Order had long since

³ Aero Petition at 5.

⁴ Any rate increases actually will be a fraction of the \$50 claimed by Aero. See BellSouth's Motion to Enforce and Response at page 7, Footnote 19.

⁵ KRS 278.400.

passed when Aero filed its Petition. Accordingly, Aero's Petition, whether styled as a petition for "clarification" or otherwise, is untimely.⁶

CONCLUSION

For the foregoing reasons, the Commission should dismiss Aero's Petition for Clarification. The Commission also should order the Amendment to the Agreement deemed executed, effective May 19, 2005.

Respectfully submitted,



DOROTHY J. CHAMBERS
601 W. Chestnut Street, Room 407
P.O. Box 32410
Louisville, KY 40232
(502) 582-8219

R. DOUGLAS LACKEY
ROBERT A. CULPEPPER
Suite 4300, BellSouth Center
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0841

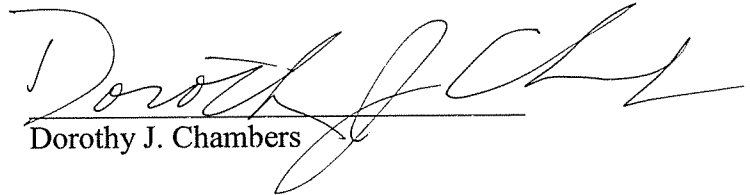
COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

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⁶ Even if Aero's Petition had been timely filed it would not excuse Aero's noncompliance with the Commission's Orders. The Commission's April 29, 2005 Order clearly and unequivocally held that "DSL over UNE-P" was no more. See Order at 5. The Commission's Order just as clearly required Aero to execute an amendment within twenty (20) days in compliance with that determination. As discussed more fully in BellSouth's Motion to Enforce and Response, the Commission should take enforcement action for Aero's flagrant violation of the Commission's April 29, 2005.

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the individuals on the attached service list by mailing a copy thereof, this 27th day of July, 2005.


Dorothy J. Chambers

SERVICE LIST – PSC 2004-00501

Charles E. Richardson, III, Esq.
Vice President/General Counsel
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35243
richardson@momentumtelecom.com

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214
bye@cinergy.com

John Cinelli
1419 W. Lloyd Expressway, Suite 101
Evansville, IN 47110

Kyle Coats
EveryCall Communications, Inc.
10500 Coursey Boulevard, Suite 306
Baton Rouge, LA 70816

Alan Creighton
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35243

Ms. Nanette Edwards
Senior Manager-Regulatory Attorney
ITC^DeltaCom Communications
7037 Old Madison Pike, Suite 400
Huntsville, AL 35806
nedwards@itcdeltacom.com

Todd Heinrich
Aero Communications, LLC
1301 Broadway, Suite 100
Paducah, KY 42001
todd@hcis.net

Honorable Dennis G. Howard II
Assistant Attorney General
Office of the Attorney General
Utility & Rate Intervention Div.
1024 Capital Center Drive, Ste. 200
Frankfort, KY 40601-8204
dennis.howard@ag.ky.gov

Darrell Maynard
President
SouthEast Telephone, Inc.
106 Power Drive
P.O. Box 1001
Pikeville, KY 41502-1001

Honorable Kristopher E. Twomey
Attorney at Law
LOKT Consulting
1519 E. 14th Street, Suite A
San Leandro, CA 94577
kris@lokt.net

Honorable C. Kent Hatfield
Hon. Douglas F. Brent
Stoll, Keenon & Park, LLP
2650 AEGON Center
400 West Market Street
Louisville, KY 40202
hatfield@skp.com

Honorable Jonathan N. Amlung
Attorney at Law
AMLUNG Law Offices
616 South 5th Street
Louisville, KY 40202
j@amlung.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION TO ESTABLISH DOCKET)
TO CONSIDER AMENDMENTS TO)
INTERCONNECTION AGREEMENTS) CASE NO. 2004-00501
RESULTING FROM CHANGE OF LAW,)
KENTUCKY BROADBAND ACT)

BELLSOUTH TELECOMMUNICATIONS, INC.'S
MOTION TO ENFORCE THE COMMISSION'S APRIL 29, 2005 ORDER
AND RESPONSE TO AERO'S PETITION FOR CLARIFICATION

INTRODUCTION

BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, hereby moves to enforce the Commission's April 29, 2005 Order and also responds to Aero Communications, LLC's ("Aero") July 15, 2005 Petition for Clarification.¹ As discussed herein, the Commission should order that the amendment to the Interconnection Agreement, attached hereto as Exhibit 1, is deemed executed, with an effective date of May 19, 2005.

ARGUMENT

Aero seeks improperly to expand this Commission's and the FCC's Orders. Aero is not entitled to the relief it requests in the motion for "clarification" and Aero should be required to comply with this Commission's April 29, 2005 Order.

On April 29, 2005, this Commission held that it could not require BellSouth to provide DSL over UNE-P where a CLEC, such as Aero, was using that same facility to provide voice

¹ BellSouth simultaneously has filed a Motion to Dismiss Aero's Petition for Clarification on the grounds that Aero is in violation of Kentucky law and Commission rules in continuing to actively participate in this docket without representation by licensed Kentucky counsel. BellSouth also seeks to dismiss the Petition as an untimely motion for rehearing.

service to that customer. In that same April 29, 2005 Order, this Commission ordered the parties, including Aero, to submit within twenty days, that is by May 19, 2005, an amendment to their Interconnection Agreements in accordance with the Commission's Order. Aero has been and continues to be in flagrant violation of the Commission's April 29, 2005 Order. The Commission should order the Amendment to the Agreement deemed executed, effective May 19, 2005.

The Commission's April 29, 2005 Order was concise, clear, and without equivocation. Aero and the other CLECs with Interconnection Agreements that required BellSouth to provide DSL over UNE-P were required by the Commission's April 29, 2005 Order to execute within twenty (20) days an amendment that no longer required BellSouth to provide DSL over UNE-P.² Aero has not timely sought rehearing from the Commission's April 29, 2005 Order or from the Commission's June 13, 2005 Order,³ which denied Cinergy's request for rehearing, and clarified an unrelated issue. Nor has Aero appealed or sought a stay from either of these now final Orders. Aero's refusal to comply with the Commission's Order necessitates this Motion to Enforce.

I. Aero's Failure to Comply with the Commission's Order Is Unjustified.

On April 29, 2005, this Commission correctly held that state commissions no longer have the authority to require an ILEC, such as BellSouth, to provide DSL service to an end-user

² BellSouth filed an amendment with the Commission as Exhibit B to its initial Petition on December 10, 2004. This Amendment has been executed by Momentum, EveryCall and ITC^DeltaCom. More than two months after this Commission's April 29, 2005 Order, Aero Communications, LLC ("Aero") still has not signed an amendment. As discussed, *infra*, Cinergy Communications Company ("Cinergy") and SouthEast Telephone, Inc. ("SouthEast") have unique issues which were the subject of Cinergy's Motion for Rehearing. BellSouth is continuing to try to work with Cinergy and SouthEast. However, if BellSouth's efforts to secure executed amendments effective May 19, 2005 from these other two remaining CLECs are unsuccessful, BellSouth also will seek Commission assistance to bring this process to closure with those two CLECs as well.

³ See BellSouth's Motion to Dismiss Aero's "Petition for Clarification," for, *inter alia*, untimeliness.

customer over the same unbundled network element loop facility that a CLEC uses to provide voice services to that same customer.⁴ The Commission's Order also, without any ambiguity, required the parties to submit, within 20 days, or by May 19, 2005, amendments to their Interconnection Agreements reflecting the Commission's decision. Over two months later, Aero not only has not complied with this Commission's Order, but admits its refusal to sign an amendment and acknowledges that negotiations have hit a "complete standstill."⁵

1. Cinergy's May 23, 2005 Motion for Rehearing Does Not Excuse Aero's Failure to Comply.

The Commission's Order of April 29, 2005 has been in effect since that time and Aero blatantly has failed to comply with it. KRS 278.390 provides that "[e]very order entered by the commission shall continue in force until expiration of that time, if any, named by the commission, unless the order is suspended, or vacated in whole or part, by order or decree of a court of competent jurisdiction." From April 29, 2005 until and continuing through the present, Aero has failed to execute any amendment, let alone one complying with the Commission's Order.

Furthermore, Aero cannot look to Cinergy's May 23, 2005 Petition for Rehearing and the Commission's June 13, 2005 denial of rehearing and grant of alternative relief as excuse for Aero's failure to comply with the Commission's April 29, 2005 Order. As an initial matter, even if it were assumed that Cinergy's motion for rehearing had been relevant to Aero's situation, an assumption contrary to fact, it is well settled by statute and the courts of Kentucky that a motion for rehearing does not stay an order of the Commission. See KRS 278.390. As the Kentucky Supreme Court has stated, in an oft-cited quote:

⁴ As this Commission held: "to determine otherwise would be inconsistent with the Kentucky Broadband Act and with the FCC's policies." Order at 4.

⁵ Aero's Petition for Clarification at 2.

It is as obvious as the acropolis of Athens that an order of the commission continues in force until revoked or modified by the commission or unless suspended or vacated in whole or in part by the Franklin Circuit Court.

Commonwealth of Kentucky ex rel. Robert F. Stephens, Attorney General, Movant v. South Central Bell Telephone Company, Respondent, 545 S.W.2d 927, 931 (Ky. 1976).

In addition, in the case of Cinergy's rehearing petition, that petition consisted of nothing more than "rehashed" arguments from its previous filing,⁶ which this Commission rightly rejected in its June 13, 2005 Order denying rehearing. Moreover, neither Cinergy's request for clarification of the Commission's April 29, 2005 Order, nor the Commission's June 13, 2005 clarifying Order on an unrelated matter, can now be used to excuse Aero's refusal to comply with the Commission's requirement that Aero execute an amendment bringing an end to DSL over UNE-P. As explained herein, Cinergy's motion and the Commission's June 13, 2005 Clarifying Order have no relevance to the "concession" Aero seeks in its Petition for Clarification.

2. Cinergy's Hunting/Billing Surrogate Issue Does Not Apply to Aero.

A short overview of Cinergy's "hunting/billing surrogate" issue, raised in Cinergy's May 23, 2005 Petition, may help to distinguish Aero's attempted confusion of the hunting/billing issue with what Aero seeks by way of its belated Petition. Cinergy's clarification request had stemmed from a potential issue involving certain unique circumstances, where lines associated with DSL, or "hunting"⁷ with those lines, ordinarily would have been ordered by a CLEC as UNE-P, but instead were ordered as resale because of a BellSouth billing system issue. As discussed, *infra*, **Aero has no hunting lines.**⁸ In the case of Cinergy, BellSouth had been

⁶ See BellSouth's June 2, 2005 Response to Cinergy's Petition at 1-3.

⁷ Hunting, an optional feature predominately used with business lines, allows a call to a group of lines to overflow from one line to the next line in the group, when the originally called line is busy. See, A3.19 of KY GSST.

⁸ See Aero's Petition for Clarification at 4.

supplying a credit to Cinergy for both the DSL-carrying line and the lines associated, or hunting, with those DSL lines. BellSouth confirmed in its June 2, 2005 Response to Cinergy's Petition that BellSouth would not adversely handle CLECs impacted by this so-called "hunting/billing surrogate issue" that had resulted in lines being provisioned as resale. BellSouth committed it would convert to UNE-P the hunting lines associated with the lines carrying DSL if, but for BellSouth's systems issues, those lines would have been treated as UNE-P.⁹ Moreover, BellSouth agreed to treat these lines, impacted by this hunting/billing systems issue, as part of the embedded customer base for purposes of the TRRO and that those lines would be subject to the TRRO transition rates.¹⁰

BellSouth also stated its willingness to work with Cinergy to convert the affected lines manually without imposing the normal nonrecurring charge.¹¹ Finally, BellSouth noted if other CLECs were similarly situated to Cinergy and were impacted by this hunting/billing surrogate issue, BellSouth committed to treat those companies in the same manner it was treating Cinergy.¹²

II. Aero's Claim for Free Calling Features Must Fail.

However, as explained here, Aero is **not** impacted by the hunting/billing surrogate issue. Instead, Aero has used Cinergy's issue on hunting/billing as an excuse for refusing to sign a compliant amendment in order to try to obtain totally unrelated "concessions" or free calling features. Aero argues that the TRRO "rate protection is independent of whether the customer is using the line for voice or DSL."¹³ However, the only reason Aero's lines at issue, all of which

⁹ See BellSouth's June 2, 2005 Response, at 7-8.

¹⁰ *Id.* at 7. In contrast, Aero's lines at issue in this proceeding **all** carry DSL and will continue to carry DSL. So they now, in light of the Commission's April 29, 2005 Order, must rightly be treated as resale lines, not UNE-P.

¹¹ See BellSouth's June 2, 2005 Response at 7.

¹² *Id.*, footnote 24, at 7. As noted, Aero is not impacted by the hunting/billing surrogate issue.

¹³ Aero Petition at 4. [Emphasis in original.]

carry DSL, are receiving credits as UNE-P, is as a result of the now-reversed DSL over UNE-P requirement. Aero clearly intends to keep DSL on all of those lines which now properly must be provisioned by resale, not UNE-P; therefore, these DSL-carrying lines are not part of the UNE-P embedded base.

Aero has acknowledged BellSouth no longer is required to provide DSL over UNE-P to Aero.¹⁴ Aero also has acknowledged BellSouth should no longer be required to pay credits to Aero.¹⁵ Finally, the undisputed facts demonstrate that Cinergy's Petition for Rehearing and Clarification and the Commission's June 13, 2005 Order, have nothing whatsoever to do with the relief Aero here seeks. The Commission's June 13, 2005 Order, in addition to denying Cinergy's Motion for Rehearing, discussed both Cinergy's alternative request for clarification and BellSouth's explanation of the hunting/billing surrogate issue. The Commission noted BellSouth's commitment to work with Cinergy to manually convert the lines affected by this issue. Consistent with BellSouth's offer, the Commission granted clarification that BellSouth should continue "to treat those lines which, but for the presence of DSL, would have been UNE-P in a manner that prices those at the UNE-P rates during this transition period."¹⁶

Aero's refusal to comply with the Commission's April 29, 2005 Order should not be excused. The hunting/billing surrogate issue, Cinergy's motion, and the Commission's subsequent Order offer no cover for Aero's refusal to comply with the Commission's Order. As Aero has acknowledged, Aero has no "hunting lines."¹⁷ All of Aero's lines at issue in this case carry DSL. Thus, there are no collaterally-impacted or associated "hunting" lines. Aero's Petition for "Clarification" actually is an attempt at a "third bite" of the April 29, 2005

¹⁴ Aero Petition at 5.

¹⁵ Aero Petition at 2.

¹⁶ June 13, 2005 Order, at 3.

¹⁷ See Aero's Petition for Clarification at 4.

Commission Order to try to obtain special treatment for Aero and to “explain away” Aero’s failure to comply with that Order of the Commission.

As noted, Aero is not impacted by the Cinergy issue involving customers in “hunt groups” for non-DSL lines that were affected by BellSouth’s systems issues, the subject of Cinergy’s Petition for Clarification.¹⁸ Instead, Aero’s Petition is based on another issue entirely and Aero requests relief to which Aero is not entitled.¹⁹ As Aero acknowledges, BellSouth has been providing credits to Aero because Aero has not executed a compliant amendment despite Aero’s acknowledgment that such credits are no longer required.²⁰ Aero’s requested “small concession” is to require that BellSouth provide further financial benefit to which Aero is not entitled, that is, that BellSouth provide calling features without charge. Aero’s claims are without legal authority for its request of this “small concession.” There is nothing in the TRRO or the Commission’s Orders that, as Aero seeks, requires BellSouth to waive charges for calling features. Aero’s UNE-P lines currently are provisioned with DSL, and have been since May 19, 2005, the date the Commission ordered the amendment be executed; they must be provisioned as resale, not UNE-P. Accordingly, Aero must pay at resale rates for any calling features it orders.

¹⁸ Aero’s UNE-P customers are all residential customers who all subscribe to DSL service. Aero Petition at 4.

¹⁹ Aero’s claims also are based on inaccurate characterizations of the facts. Contrary to Aero’s claim of “massive rate increase,” Aero has available resale alternatives that are far less than the \$50 that Aero claims. For instance the resale rate of BellSouth’s PreferredPack or BellSouth Complete Choice residential services, including all features associated with these services, is \$24.92 and \$27.81, respectively. These compare to the UNE-P zone 2 rate of \$15.52. The incremental increase would be between \$9.40 and \$12.29, respectively. Thus, the actual increase is from \$9 to \$12, not \$50 as Aero claims. Aero also says, the Interconnection Agreement expires in approximately six months. Aero’s Agreement, effective January 16, 2004, actually is an adoption of the Network Telephone Corporation’s Interconnection Agreement that expires on June 19, 2006.

²⁰ Aero Petition at 2.

Aero's Petition is an embellished effort, based on misstated facts and missing legal authorities, to confuse, to seek sympathy, and to delay.²¹ Aero should be required to comply with the Commission's April 29, 2005 Order.

CONCLUSION

It is time for the Commission's April 29, 2005 Order to be enforced. Accordingly, the Commission should Order that the amendment is deemed executed, with an effective date of May 19, 2005, and the Commission should order such sanctions for Aero's failure to comply with the Commission's Order as the Commission deems appropriate.

Respectfully submitted,



DOROTHY J. CHAMBERS
601 W. Chestnut Street, Room 407
P.O. Box 32410
Louisville, KY 40232
(502) 582-8219

R. DOUGLAS LACKEY
ROBERT A. CULPEPPER
Suite 4300, BellSouth Center
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0841

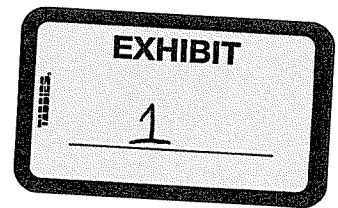
COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

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²¹ Aero also is inaccurate in its statement that it is "complying with the TRRO's demands and moving quickly to establish collocation facilities with BellSouth." Aero's Petition at 4. Aero has delayed and failed to respond to multiple requests for negotiating the TRRO amendment which would provide Aero the opportunity to incorporate the FCC's final rules into its current Interconnection Agreement. The chronology of Aero's failures to respond are as follows:

- BellSouth notified Aero by letter on March 15, 2005 that it wished to begin negotiations of an Amendment incorporating the FCC's TRRO that became effective on March 11, 2005.
- BellSouth forwarded the Amendment via e-mail on March 18, 2005.
- BellSouth sent the 30-day notification letter on April 13, 2005.
- BellSouth sent the 60-day notification letter on May 12, 2005.
- BellSouth sent the 90-day notification letter on June 14, 2005.

Aero has not responded to any of these requests by BellSouth for negotiations or the notifications.



**Amendment to the Agreement
Between
Aero Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 16, 2004**

Pursuant to this Amendment, (the "Amendment"), Aero Communications, LLC ("Aero"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 16, 2004 ("Agreement").

WHEREAS, the Parties agreed to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and;

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute") and the Kentucky Public Service Commission's April 29, 2005 Order in Case No. 2004-00501 ("Kentucky Order");

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:

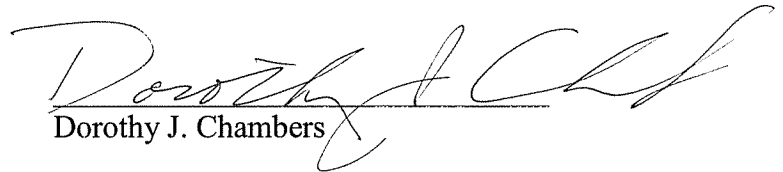
1. Consistent with the Kentucky Statute and the Kentucky Order, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Aero shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after the Effective Date hereof. To the extent Aero provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Aero at the rate Aero would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Aero shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Aero for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Aero, or to issue a credit for, a surrogate for access charges. In the event Aero requests DSL on a resold line after the Effective Date, Aero shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.
2. This Amendment is effective on May 19, 2005 ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.

4. Either or both of the Parties is 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.

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the individuals on the attached service list by mailing a copy thereof, this 27th day of July, 2005.


Dorothy J. Chambers

SERVICE LIST – PSC 2004-00501

Charles E. Richardson, III, Esq.
Vice President/General Counsel
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35243
richardson@momentumtelecom.com

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214
bye@cinergy.com

John Cinelli
1419 W. Lloyd Expressway, Suite 101
Evansville, IN 47110

Kyle Coats
EveryCall Communications, Inc.
10500 Coursey Boulevard, Suite 306
Baton Rouge, LA 70816

Alan Creighton
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35243

Ms. Nanette Edwards
Senior Manager-Regulatory Attorney
ITC^DeltaCom Communications
7037 Old Madison Pike, Suite 400
Huntsville, AL 35806
nedwards@itcdeltacom.com

Todd Heinrich
Aero Communications, LLC
1301 Broadway, Suite 100
Paducah, KY 42001
todd@hcis.net

Honorable Dennis G. Howard II
Assistant Attorney General
Office of the Attorney General
Utility & Rate Intervention Div.
1024 Capital Center Drive, Ste. 200
Frankfort, KY 40601-8204
dennis.howard@ag.ky.gov

Darrell Maynard
President
SouthEast Telephone, Inc.
106 Power Drive
P.O. Box 1001
Pikeville, KY 41502-1001

Honorable Kristopher E. Twomey
Attorney at Law
LOKT Consulting
1519 E. 14th Street, Suite A
San Leandro, CA 94577
kris@lokt.net

Honorable C. Kent Hatfield
Hon. Douglas F. Brent
Stoll, Keenon & Park, LLP
2650 AEGON Center
400 West Market Street
Louisville, KY 40202
hatfield@skp.com

Honorable Jonathan N. Amlung
Attorney at Law
AMLUNG Law Offices
616 South 5th Street
Louisville, KY 40202
j@amlung.com