

Creighton E. Mershon, Sr.
Attorney At Law

April 18, 2006

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

Re: Filing of Interconnection and Resale Agreements/Amendments

Dear Ms. O'Donnell:

Enclosed for filing is a CD-ROM containing the following Agreements/Amendments. These documents have been electronically filed with the Commission.

- Access Communications, LLC
Interconnection Agreement
00333-AR #1
- AccuTel of Texas, LP
d/b/a 1800-4-A-PHONE
Interconnection Agreement
Case No. 00165-AM #3
- Atlantic.Net Broadband, Inc.
Interconnection Agreement
Case No. 00297-AM #5
- AT&T Communications of the South Central States, LLC
Interconnection Agreement and Amendment
Case No. 2004-00234 and 00139-AM #12
- Competitive Communications, Inc.
Interconnection Agreement
Case No. 00295-AM #9
- Delta Communications, LLC
d/b/a Clearwave Communications
Interconnection Agreement
Case No. 00453-AM #6
- Dialog Telecommunications, Inc.
Interconnection Agreement and Standalone Agreement
Case No. 00452-AM #8, #9
- DSLnet Communications, LLC
Interconnection Agreement
Case No. 00073-AM 17
- Epicus Communications Group, Inc.
Interconnection Agreement
00337-AR #1
- FamilyTel of Kentucky, LLC
Resale Agreement
00342-AR #1
- Florida Telephone Services, LLC
Resale Agreement
Case No. 00582-AM #2
- Go-Tel, LLC
Resale Agreement
00339-AR #1
- Grande Communications Networks, Inc.
Interconnection Amendment
Case No. 00262-AM #6
- IDS Telcom Corp.
Interconnection Amendment
Case No. 00359-AM 14
- IDT America Corp.
Interconnection Agreement
Case No. 00661-AM #4

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LA
71201

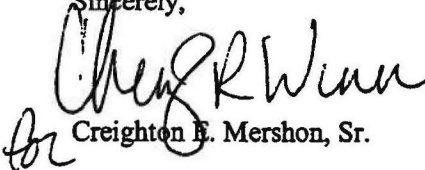
601 W. Chestnut Street, Room 407
Louisville, KY 40203

Phone: (502) 582-8219
Fax: (502) 582-1573

- ✓ Image Access, Inc.
d/b/a NewPhone
Interconnection Agreement
Case No. 00026 - AM #8
- ✓ Memphis Network, LLC
Interconnection Agreement
00840-AT #1
- ✓ National Telecom & Broadband Services, LLC
Interconnection Amendment
Case No. 00535 - AM #5
- ✓ Nexus Systems, Inc.
Interconnection Agreement
00841-AT #1
- ✓ NOS Communications, Inc.
Interconnection Agreement
Case No. 00176 - AM #8
- ✓ PNG Telecommunications, Inc.
Interconnection Amendment
Case No. 00370 - AM #6
- ✓ RGW Communications, Inc.
Resale Agreement
Case No. 00345 - AM #4
- ✓ SBC Long Distance, LLC
2 Interconnection Amendments
Case No. 00808 - AM #2, #3
- ✓ Southern Digital Network, Inc.
Interconnection Amendment
Case No. 00765 - AM #3
- ✓ Southern Telecom, Inc.
Interconnection Amendment
Case No. 00564 - AM #8
- ✓ Sprint Long Distance, Inc. NOW EMERALD COMMUNICATIONS INC
Interconnection Agreement
00842-AT #1 ID: 222551735
- ✓ TCG Ohio
Interconnection Agreement and Amendment
Case No. ~~2004-00234~~ and 00132 - AM #13, 21
- ✓ TelCove Operations, Inc.
Interconnection Agreement
Case No. 00354 - AM #6
- ✓ Telepak Networks, Inc.
Interconnection Amendment
Case No. 00680 - AM #6
- ✓ Time Warner Cable Information Services, LLC
Interconnection Agreement
00844-AT #1
- ✓ U-Dial, Inc.
Resale Agreement
Case No. 00271 - AM #9
- ✓ Winstar Communications, LLC
Interconnection Agreement
Case No. 00090 - AM #4

The Interconnection Agreements with AT&T and TCG Ohio were filed with the Commission in Case No. 2004-00234 on April 10, 2006.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

for Creighton E. Mershon, Sr.

**First Amendment to the
Interconnection Agreement between
AT&T Communications of the South Central States, LLC
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the South Central States, LLC (AT&T), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006(Agreement).

WHEREAS, BellSouth and AT&T entered into the Agreement on March 14, 2006, 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 agree to delete Section 5.7 of Attachment 2 and replace with the following language:

5.7 Rearrangements

- 5.7.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working AT&T circuit from one CFA to another AT&T CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.
- 5.7.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of AT&T, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.7.1 and 5.7.2 above and AT&T may request OC-TS for such orders.
- 5.7.4 BellSouth shall accept a LOA between AT&T and another carrier that will allow AT&T to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.7.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: AT&T may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to

disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.7.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. AT&T shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

5.7.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if AT&T elects not to utilize the EEL to UNE-L Retermination process, AT&T must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, AT&T will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

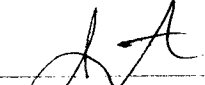
2. The Parties agree to add the rates for Rearrangements and Service Rearrangements to Exhibit A of Attachment 1, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. All of the other provisions of the Agreement dated March 14, 2006 shall remain unchanged and in full force and effect.
4. 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.


Signature Page

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

BellSouth Telecommunications, Inc.

**AT&T Communications of the South
Central States, LLC**

By: 

By: 

POIL Name: Kristen E. Shore

Name: Bill C. Peacock

Title: Director

Title: Director - GAN

Date: 4/5/06

Date: 4-4-2006

Kentucky
Version: Rearrangements Amendment
12/02/05

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A			
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
	Rearrangements														
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36							
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36							
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16							
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75							
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04							