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August 14, 2008

Ms. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Agreement and Amendments

Dear Ms. Stumbo:

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

Dialtone & More, Inc.
Interconnection Amendment *199B-00202*
Case No. 00921-AM *04*

Navigator Telecommunications, LLC *199B-00335*
Interconnection Amendment
Case No. 00182-AM *16*

Swiftel, LLC
Interconnection Agreement and Amendment
01000-AI 01 and 01000-AM 02

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

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosure

718307

**Amendment to the Agreement
Between
Navigator Telecommunications, LLC
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky
Dated: August 19, 2006**

This Amendment amends the Interconnection Agreement by and between Navigator Telecommunications, LLC (Navigator), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"). AT&T and Navigator are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Kentucky and shall be effective on the date of the last signature.

WITNESSETH:

WHEREAS, AT&T and Navigator are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated August 19, 2006 (the "Agreement"); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to correct the DS1 Service Provisioning charge for initial disconnection and additional disconnection rates of the Agreement 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 that the Commingled DS1 Local Loop Zone 1 -3 Rates of Attachment 2 Exhibit A - Kentucky Pricing Schedule of the Agreement for the USOC and BCS shown below should be deleted and replaced with the following rate elements:

RATE ELEMENTS	Interim	Zone	BCS	USOC	Recurring	Nonrecurring		Nonrecurring Disconnect	
						First	Additional	First	Additional
Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	86.47	306.69	174.44	65.83	14.55
Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	114.10	306.69	174.44	65.83	14.55
Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	297.76	306.69	174.44	65.83	14.55

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern and apply but only to the extent of such conflict or inconsistency.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any

similarly purposed provisions. Except as modified, all other terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission.
7. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Navigator Telecommunications, LLC

By: KL LeDoux
Printed: Kenrick LeDoux
Title: CTO + VP Engineering
Date: 7/7/08

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

By: Kristen E Shore
Printed: Kristen Shore
Title: Director Interconnection Agreements
Date: 7/9/08

FACILITIES-BASED OCN # 1599

ACNA NVG