

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

November 30, 2004

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

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PUBLIC SERVICE
COMMISSION

Re: The Electric and Water Plant Board of the City of Frankfort, Kentucky,
Complainant v. BellSouth Telecommunications, Inc., Defendant
PSC 2004-00297

Dear Ms. O'Donnell:

Pursuant to the Commission's November 24, 2004, Order, enclosed for filing in the above-captioned case is the original and ten (10) copies of an Amendment to the Interconnection Agreement between BellSouth and the Frankfort Plant Board.

Sincerely,


Dorothy J. Chambers

Enclosure

cc: Parties of Record

560818

**Amendment to the Agreement
Between
Frankfort Plant Board
and
BellSouth Telecommunications, Inc.
Dated May 2, 2003**

Pursuant to this Amendment, (the "Amendment"), Frankfort Plant Board (FPB), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 2, 2003 (Agreement) to be effective retroactive to September 23, 2004 (Effective Date).

WHEREAS, BellSouth and FPB entered into the Agreement on May 2, 2003, and;

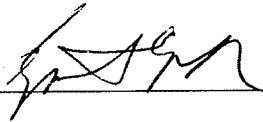
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

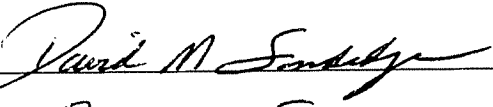
1. Delete and replace Section 4.1.2, Rates for White Pages Listings, in the General Terms and Conditions with the following language:
 - 4.1.2 Rates. So long as FPB provides subscriber listing information (SLI) to BellSouth in accordance with Section 4.2 below, BellSouth shall provide to FPB one (1) primary White Pages listing per FPB subscriber at no charge other than applicable OSS charges as set forth in this Agreement.
2. All of the other provisions of the Agreement, dated May 2, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authority for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

Frankfort Plant Board

By: 

By: 

Name: Kristen E. Rowe

Name: David M. Sandidge

Title: Director

Title: Asst. G.M.


Date: 10/27/04

Date: 10-25-04

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the following individual by mailing a copy thereof, this 30th day of November, 2004.

Hon. John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, KY 40601
jnhughes@fewpb.net


Dorothy J. Chambers