

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

May 20, 2005

RECEIVED

MAY 20 2005

PUBLIC SERVICE
COMMISSION

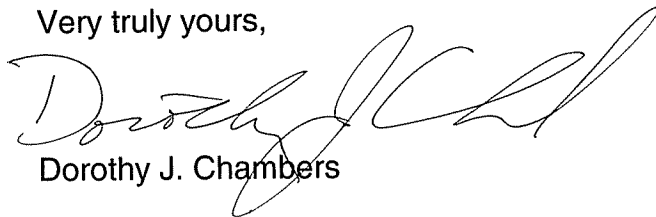
Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

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:

BellSouth indicated in its May 19, 2005, filing that the Amendment with
ITC^DeltaCom would be filed shortly. Enclosed for filing in this case are eleven copies
of that Amendment.

Very truly yours,



Dorothy J. Chambers

Enclosure

cc: Parties of Record

586384

Amendment to the Agreement
Between
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine
and
BellSouth Telecommunications, Inc.
Dated December 5, 2003

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine ("ITC^DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 5, 2003, ("Agreement") to be effective on date of last signature.

WHEREAS, BellSouth and ITC DeltaCom entered into the Agreement on December 5, 2003, and;

WHEREAS, the Parties executed the Agreement dated December 5, 2003 to add as Exhibit 8, provisions to the Agreement for the adoption of Section 2.14.5 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"); and consistent with the FCC's ruling in WC Docket 03-251,

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 2.14.5 through 2.14.5.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P in its entirety, and replace such Sections with the following:
 - 2.14.5 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom at the rate ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to ITC^DeltaCom or to issue a credit for, a surrogate for access charges. In the event ITC^DeltaCom requests DSL on a resold line after the

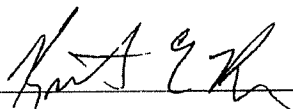
Effective Date, ITC^DeltaCom shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement. Consistent with KRS Chapter 278.5462(4), BellSouth shall not refuse to provide wholesale DSL to ITC^DeltaCom on the same terms and conditions filed in its FCC tariff that it provides to ISPs. BellSouth will provision DSL over resold lines purchased by ITC^DeltaCom.

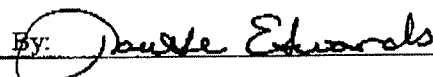
- 2.14.6 The Parties have entered into this Amendment to incorporate the current state of the law as expressed in the Kentucky Statute, the Kentucky Order and the FCC's ruling in WC Docket 03-251. The Parties' execution of this Amendment does not constitute a waiver of any position either Party has taken previously, or may take in the future, before any regulatory or judicial body addressing the matters set forth in this Amendment. Further, execution of this Amendment shall not be construed as agreement with these rulings.
2. This Amendment shall be deemed effective on the date of last signature executing the Amendment ("Effective Date").
 3. All of the other provisions of the Agreement, dated December 5, 2003, shall remain 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.

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

BellSouth Telecommunications, Inc.

ITC DeltaCom Communications, Inc.

By: 

By: 

Name: Kristen E. Rowe

Name: Nnette Edwards

Title: Director


Title: V.P. - Regulatory

Date: 5/19/05

Date: May 19, 2005

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 20th day of May 2005.


Dorothy J. Chambers

SERVICE LIST – PSC 2004-00501

Honorable David M. Benck
Vice President/General Counsel
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35243
dbenck@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