
BellSouth Interconnection Services

675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Patricia C. Wanner
(404) 927-1245
FAX: 404 529-7839

Sent Via Electronic Mail and Certified Mail

July 13, 2004

Assistant General Manager
The Electric and Water Plant Board of the City of Frankfort
317 West Second Street
Frankfort, KY 40601

Subject: Request for Interconnection Agreement Amendment between The Electric and Water Plant Board of the City of Frankfort and BellSouth Telecommunications, Inc. in Compliance with Vacatur/Remand of Triennial Review Order

Dear Sir:

This is a formal notice under the Interconnection Agreement between BellSouth Telecommunications, Inc. (BellSouth) and The Electric and Water Plant Board of the City of Frankfort (FPB) for Kentucky.

Effective June 16, 2004, the United States Court of Appeals for the District of Columbia Circuit issued its mandate (Court Ruling) in the appeal of the Federal Communication Commission's (FCC) Triennial Review Order (TRO). The Court, among other things, vacated the FCC's rules associated with mass-market switching, high capacity dedicated transport, dark fiber and high capacity loops, thereby eliminating BellSouth's obligation pursuant to Section 251 of the 1996 Telecommunications Act (Act) to provide these services as Unbundled Network Elements (UNE) at Total Element Long-Run Incremental Cost (TELRIC) rates.

BellSouth hereby requests that FPB enter into an amendment that is compliant with the Court Ruling. BellSouth makes this request pursuant to the change of law provisions in Section 13.3. Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to reach agreement within 90 days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement. BellSouth intends to pursue its legal, equitable and/or regulatory rights to ensure that the existing Interconnection Agreement between the parties is modified, reformed or amended to properly reflect the Court's mandate in an expeditious manner.

BellSouth's proposed Amendment, which replaces the existing Attachment 2, Network Elements and Other Services, in its entirety is being sent via electronic mail. This new Attachment 2 reflects changes pursuant to the Court Ruling by removing rates, terms and conditions for services that are no longer required to be offered at TELRIC rates.

For execution, please print one full original Interconnection Agreement amendment and a duplicate signature page. The full original will become your file copy of the amendment. I will print BellSouth's originals from the files attached to this email. Execute both original signature pages and return only those pages to my attention. These will be executed on behalf of BellSouth and I will return one fully executed original signature page to you for inclusion in your

files. BellSouth will file the signed Interconnection Agreement amendment with the appropriate state commission.

This notice, including the reminder of your opportunity to pursue the dispute resolution process, is consistent with BellSouth's commitment to Chairman Powell and the FCC that it will not unilaterally increase prices for carriers with current interconnection agreements. If you are interested in discussing alternative services available from BellSouth that may be provided in lieu of the products and services that are no longer available as UNEs pursuant to the Interconnection Agreement, please let me know.

Should you have any questions, please feel free to contact me.

Sincerely,

Patricia C. Wanner
Manager - Interconnection Services

Attachments