#### Creighton E. Mershon, Sr. Attorney At Law

July 10, 2006

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

JUL 1 0 2006

PUBLIC SERVICE COMMISSION

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.

@ Communications, Inc.
Interconnection Agreement 00853-AI 41

AmTel Communications, Inc. Interconnection Agreement Case No. 00260 - AM Ob

Birch Telecom of the South, Inc.
Interconnection Agreement 2000-00261
Case No. 00036 - Am 17

East Tennessee Network, LLC Interconnection Agreement Case No. 00475 - AM O4

Economic Telecom, Inc.
Resale Agreement 00854-AR Ø1

EZ Communications, Inc. Resale Agreement Case No. 00609-AM Ø7

ITC^DeltaCom Communications, Inc. Interconnection Amendment 1997-00130 Case No. 00141-AM 16 Kinetix Broadband, LLC Interconnection Agreement Case No. 00682 - AM-05

SouthEast Telephone, Inc.
Interconnection Amendment 2001-00045
Case No. 00524-AM 16

Sprint Long Distance, Inc. (Embarg Communications, Tuc.)
Interconnection Amendment
Case No. 00843-AM 02

Tel West Communications, LLC Interconnection Agreement 1999-00278 Case No. 00386 -AM 07

US LEC of Tennessee, Inc. Interconnection Agreement 2000-00419 Case No. 00576-AM/2

Xspedius, LLC
3 Interconnection Amendments
Case No. 00647 - AM Q9, 10 4 11

Your Communication Connection Group, Inc. Interconnection Agreement Case No. 00445 - AM Q9

Phone: (502) 582-8219

Fax: (502) 582-1573

Ms. Beth O'Donnell July 10, 2006 Page 2

The Interconnection Amendment with SouthEast Telephone was also filed in Case No. 2004-00501 on June 13, 2006.

Also, as information, the Paging Agreement between BellSouth and Multipage, Inc. should be terminated as Multipage has not responded to BellSouth's request for negotiations.

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

Sincerely,

Creighton E. Mershon, Sr.

Enclosure 639091

# BELLSOUTH® / CLEC Agreement

## Customer Name: Birch Telecom of the South, Inc.

Birch Telecom of the South, Inc KY 2006 IA	2
Adoption Template	3
Signature Page	5
Exhibit 1	$\epsilon$

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

## By and Between

BellSouth Telecommunications, Inc.

### And

Birch Telecom of the South, Inc.

#### **AGREEMENT**

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Birch Telecom of the South, Inc. ("Birch"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, Birch has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the South Central States, LLC dated March 14, 2006 for the state of Kentucky.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Birch and BellSouth hereby agree as follows:

1. Birch and BellSouth shall adopt in its entirety the AT&T Communications of the South Central States, LLC Interconnection Agreement dated March 14, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Communications of the South Central States, LLC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO.
	PAGES
Adoption Papers	5
Exhibit 1 Cover Page	1
AT&T Communications of the South Central	397
States, LLC Interconnection Agreement	
Amendment dated 04/05/06	4
Amendment dated 04/20/06	13
TOTAL	420

2. In the event that Birch consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Birch under this Agreement.

- 3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the AT&T Communications of the South Central States, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the AT&T Communications of the South Central States, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.
- 4. Birch shall accept and incorporate any amendments to the AT&T Communications of the South Central States, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
- 5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager 600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor Birmingham, Alabama 35203

and

ICS Attorney Suite 4300 675 W. Peachtree St. Atlanta, GA 30375

Birch Telecom of the South, Inc.

Chris Bunce Vice President – Law and General Counsel 2300 Main Street, Suite 600 Kansas City, Missouri 64108-2415 e-mail: CBunce@birch.com

Telephone: 816-300-3322

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.	Birch Telecom of the South, Inc.
,	d/b/a Birch Telecom and d/b/a Birch
By: Killer E. Shing	By: John Jeansla
Name: Kristen E. Shore	Name: John Tvanuoka
Title: Director	Title: Vice President- Carrier Relation
Date: 4 / 12/06	Date: 6/9/06

Exhibit 1

AT&T Communications of the South Central States, LLC Interconnection Agreement