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BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

June 18, 2004

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

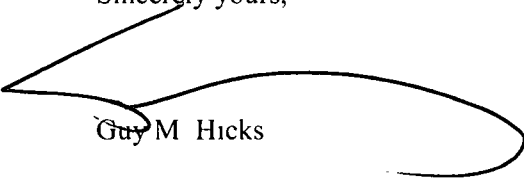
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Momentum Business Solutions, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00178

Dear Chairman Tate.

Momentum Business Solutions, Inc ("Momentum") and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 12, 2002. The Amendment adds a provision and rates for Melded Tandem Switching to the Agreement

Thank you for your attention to this matter

Sincerely yours,


Guy M Hicks

GMH/jej

Enclosure

cc Alan Creighton, Momentum Business Solutions, Inc.

#456736

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Momentum Business Solutions, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MOMENTUM BUSINESS SOLUTIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Momentum Business Solutions, Inc. ("Momentum") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 12, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, Momentum and BellSouth state the following:

1. Momentum and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Momentum. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated August 29, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which adds a provision and rates for Melded Tandem Switching to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Momentum and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Momentum within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Momentum and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

3 Pursuant to Section 252(e) of the Telecommunications Act of 1996,
Momentum and BellSouth are submitting their Amendment to the TRA for its
consideration and approval. The Amendment provides that either or both of the parties is
authorized to submit this Amendment to the TRA for approval.

4 In accordance with Section 252(e) of the Act, the TRA is charged with
approving or rejecting the negotiated Amendment between BellSouth and Momentum
within 90 days of its submission. The Act provides that the TRA may only reject such an
agreement if it finds that the agreement or any portion of the agreement discriminates
against a telecommunications carrier not a party to the agreement or the implementation
of the agreement or any portion of the agreement is not consistent with the public interest,
convenience and necessity.

5 Momentum and BellSouth aver that the Amendment is consistent with the
standards for approval.

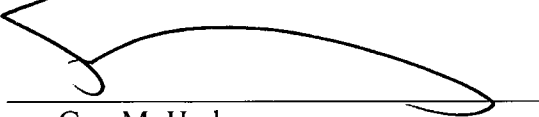
6 Pursuant to Section 252(i) of the Act, BellSouth shall make the
Agreement available upon the same terms and conditions contained therein.

Momentum and BellSouth respectfully request that the TRA approve the
Amendment negotiated between the parties.

This 18th day of June, 2004

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

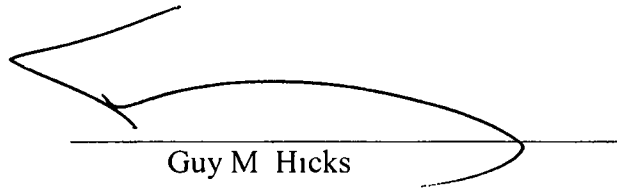
By 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 18 day of June, 2004

Alan Creighton
Momentum Business Solutions, Inc
2090 Columbianna Rd , Ste 3000
Birmingham, Alabama 35216



Guy M Hicks

**Amendment to the Agreement
Between
Momentum Business Solutions, Inc.
and
BellSouth Telecommunications, Inc
Dated June 12, 2002**

Pursuant to this Amendment, (the "Amendment"), Momentum Business Solutions, Inc (Momentum), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002, ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Momentum entered into the Agreement on June 12, 2002, 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 The parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference

4.3.1.1 Where Momentum utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

- 2 All of the other provisions of the Agreement, dated June 12, 2002, 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 authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

Signature Page

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

BellSouth Telecommunications, Inc

Momentum Business Solutions, Inc.

By [Signature]
Name Kristen E. Rowe
Title Director
Date 05/10/04

By [Signature]
Name ALAN L. CREIGHTON
Title President + CEO
Date 5/5/04



TRO BSI Amendment Version 1

[CCCS Amendment 2 of 11]

[CCCS Amendment 2 of 11]

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