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BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel

615 214 6301
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July 13, 2004

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

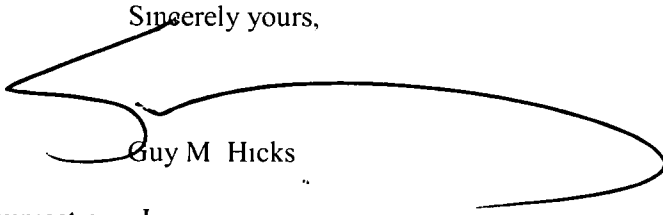
Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Lightyear Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 04-00208

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Lightyear Communications, Inc. and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 25, 2002. The Amendment adds Melded Tandem Switching to the Agreement

Thank you for your attention to this matter

Sincerely yours,


Guy M Hicks

cc: John Grieve, Lightyear Communications, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Lightyear Communications, 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 LIGHTYEAR COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Lightyear Communications, Inc. ("Lightyear") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 25, 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, Lightyear and BellSouth state the following:

1. Lightyear 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 Lightyear. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on July 23, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which adds 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, Lightyear 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 Lightyear 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. Lightyear and BellSouth aver that the Amendment is consistent with the standards for approval.

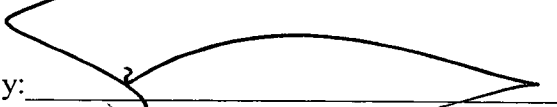
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 13th day of July, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

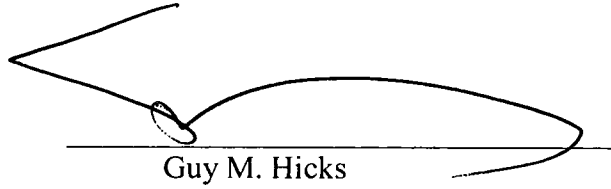
By: 

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 13 day of July, 2004:

John Grieve
Lightyear Communications, Inc.
1901 Eastpoint Parkway
Louisville, KY 40223



Guy M. Hicks

**Amendment to the Agreement
Between
Lightyear Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 25, 2002**

Pursuant to this Amendment, (the "Amendment"), Lightyear Communications, Inc (Lightyear), 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 25, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Lightyear entered into the Agreement on May 25, 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

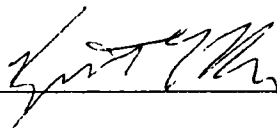
- 1 The name of Lightyear Communications, Inc in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Lightyear Network Solutions, LLC (Lightyear)
- 2 The parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
 - 4.3.1.1 Where Lightyear 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
3. All of the other provisions of the Agreement, dated May 25, 2002, shall remain in full force and effect

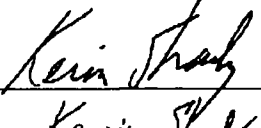
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

Lightyear Network Solutions, LLC.

By: 

By: 

Name: Kristen E. Rowe

Name: Kevin Shady

Title: Director

Title: VP - Local

Date: 5/28/04

Date: 5-27-04

PS.

Lightyear Communications, Inc. - Merged Tandem Switching Amendment

[CCCS Amendment 3 of 12]

[CCCS Amendment 3 of 12]

UNBUNDLED NETWORK ELEMENTS - Alabama

Version 3Q03 11/12/2003

[illegible]

[illegible]

[illegible]

UNBUNDLED NETWORK ELEMENTS - Louisiana														
CATEGORY	RATE ELEMENTS	Inten m	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit A	
						Nonrecurring		Nonrecurring Disconnect		Incremental		Incremental		
						First	Add'l	First	Add'l	SOME C	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec						OSS Rates (\$)		
												SOMAN	SOMAN	SOMAN
	UNBUNDLED LOCAL SWITCHING, PORT USAGE													
	End Office Switching (Port Usage)													
	End Office Trunk Port - Shared, Per MOU						0.001868							
	End Office Trunk Port - Shared, Per MOU						0.00018							
	Tandem Switching (Port Usage) (Local or Access Tandem)													
	Tandem Switching Function Per MOU						0.0001067							
	Tandem Trunk Port - Shared Per MOU						0.000222							
	Tandem Switching Function Per MOU (Melded)						-0.000035296							
	Tandem Trunk Port - Shared Per MOU (Melded)						0.000073438							
	Melded Factor 33.08% of the Tandem Rate													
	Common Transport													
	Common Transport - Per Mile, Per MOU						0.0000032							
	Common Transport - Facilities Termination Per MOU						0.0003748							

UNBUNDLED NETWORK ELEMENTS - Mississippi															
CATEGORY	RATE ELEMENTS	Inten m	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit A		
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOCAL SWITCHING, PORT USAGE															
	End Office Switching (Port Usage)														
	End Office Switching Function, Per MOU					0.0010269									
	End Office Trunk Port - Shared Per MOU					0.000161									
Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001723									
	Tandem Trunk Port - Shared, Per MOU					0.0001828									
	Tandem Switching Function Per MOU (Melded)					0.000063441									
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000067307									
	Melded Factor - 36.82% of the Tandem Rate														
Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000026									
	Common Transport - Facilities Termination Per MOU					0.0004541									

[illegible]

UNBUNDLED NETWORK ELEMENTS - South Carolina

Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Tennessee

Version 3Q03 11/12/2003