

RECEIVED

2004 JUL 22 PM 1:10

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

July 22, 2004

VIA HAND DELIVERY

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

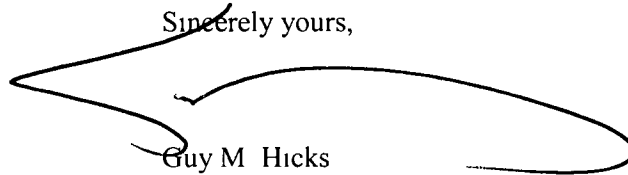
Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Navigator Telecommunications, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00220

Dear Chairman Miller,

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Navigator Telecommunications, LLC 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 August 10, 2002. The Amendment adds Melded Tandem Switching to the Agreement.

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

cc Michael McAlister, Navigator Telecommunications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Navigator Telecommunications, LLC 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 NAVIGATOR TELECOMMUNICATIONS, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Navigator Telecommunications, LLC ("Navigator") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated August 10, 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, Navigator and BellSouth state the following:

1. Navigator 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 The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 7, 2002.

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

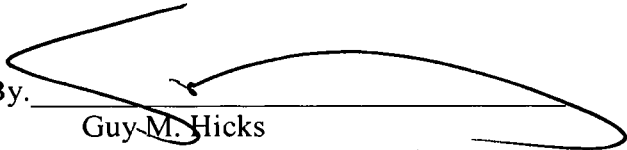
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 22nd 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

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Navigator 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 the 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 Navigator 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. Navigator 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.

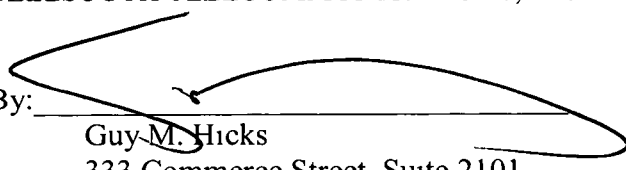
Navigator and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22nd 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

**Amendment to the Agreement
Between
Navigator Telecommunications
and
BellSouth Telecommunications, Inc.
Dated August 10, 2002**

Pursuant to this Amendment, (the "Amendment"), Navigator Telecommunications (Navigator), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 10, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Navigator entered into the Agreement on August 10, 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 Navigator 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 August 10, 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.

By

Name: Kristen E Rowe

Title Director

Date

5/15/04

Navigator Telecommunications

By:

Name: Kenick Le Daux

Title

CTO + VP Engineering

Date:

6/11/04

Navigator – Melded Tandem Switching Amendment

[CCCS Amendment 2 of 11]

[CCCS Amendment 2 of 11]

[illegible]

AMENDMENT EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A		
						Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	
						Rec					SOME	SOMAN	SOMAN	SOMAN	SOMAN	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function Per MOU					0.0007662										
	End Office Trunk Port - Shared Per MOU					0.000164										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared Per MOU					0.000235										
	Tandem Switching Function Per MOU (Melded)					0.000027165										
	Tandem Trunk Port - Shared Per MOU (Melded)					0.000048434										
	Melded Factor - 20.61% of the Tandem Rate															
	Common Transport															
	Common Transport - Per Mile Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										

UNBUNDLED NETWORK ELEMENTS • Georgia

Version 3Q03 11/12/2003

[illegible]

UNBUNDLED NETWORK ELEMENTS - Louisiana

[illegible]

UNBUNDLED NETWORK ELEMENTS - Mississippi

Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A		
						Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l			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	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
						Rec						SOME	SOMAN	SOMAN	SOMAN	SOMAN	
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0015											
	End Office Trunk Port - Shared Per MOU					0.00023											
	Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0006											
	Tandem Trunk Port - Shared, Per MOU					0.0003											
	Tandem Switching Function Per MOU (Melded)					0.00024618											
	Tandem Trunk Port - Shared Per MOU (Melded)					0.00012309											
	Melded Factor -41.03% of the Tandem Rate																
	Common Transport																
	Common Transport - Per Mile Per MOU					0.00001											
	Common Transport - Facilities Termination Per MOU					0.00034											

UNBUNDLED NETWORK ELEMENTS - South Carolina

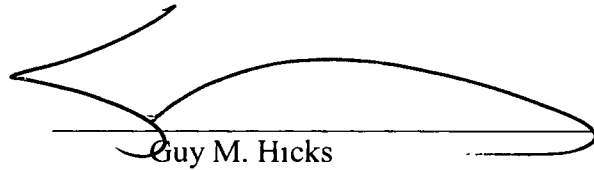
Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - TennesseeVersion 3Q03 11/12/2003

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 21st day of July, 2004:

Michael McAlister
Navigator Telecommunications LLC
8525 Riverwood Park Drive
North Little Rock, AR 72113



Guy M. Hicks