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

guy.hicks@bellsouth.com

T.R.A. DOCKET POCH

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

August 10, 2004

VIA HAND DELIVERY

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

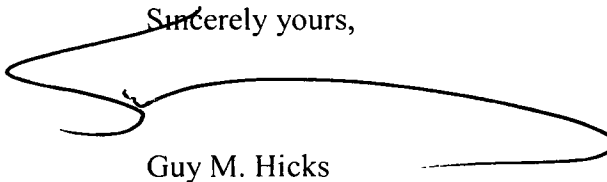
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and CommuniGroup of Jackson, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00249

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, CommuniGroup of Jackson, 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 January 14 2003. The Amendment adds Melded Tandem Switching to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: James Moffat, III, CommuniGroup of Jackson, Inc.
Clifton W. Heard, CommuniGroup of Jackson, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and CommuniGroup of Jackson, 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 COMMUNIGROUP OF JACKSON, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, CommuniGroup of Jackson, Inc. ("CommuniGroup") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 14, 2003 (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, CommuniGroup and BellSouth state the following:

1. CommuniGroup 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 CommuniGroup. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 10, 2003.

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.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and CommuniGroup of Jackson, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

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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, CommuniGroup 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 CommuniGroup 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. CommuniGroup and BellSouth aver that the Amendment is consistent with the standards for approval.

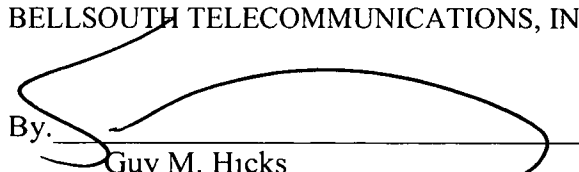
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 10th day of August, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By. 

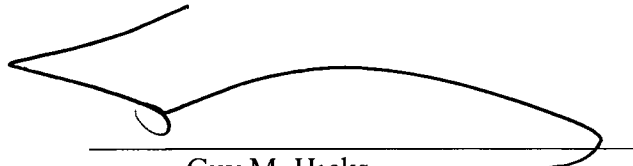
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 13th day of August, 2004:

James Moffat III
CommuniGroup of Jackson, Inc.
700 South West Street
Jackson, MS 39201

Clifton W. Heard
Director of CLEC Operations
700 South West Street
Jackson, MS 39201



Guy M. Hicks

**Amendment to the Agreement
Between
CommuniGroup of Jackson, Inc.
and
BellSouth Telecommunications, Inc.
Dated 1/14/2003**

Pursuant to this Amendment, (the "Amendment"), CommuniGroup of Jackson, Inc (CommuniGroup), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 1/14/2003 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and CommuniGroup entered into the Agreement on 1/14/2003, 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 CommuniGroup 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 1/14/2003, 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

AMENDMENT EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Alabama																			
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				
						Rec	Nonrecurring First	Add'l	Nonrecurring First			Add'l	Disconnect	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		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																			
	End Office Switching (Port Usage)																		
	End Office Switching Function Per MOU																		
	End Office Trunk Port - Shared Per MOU																		
	Tandem Switching (Port Usage) (Local or Access Tandem)																		
	Tandem Switching Function Per MOU																		
	Tandem Trunk Port - Shared, Per MOU																		
	Tandem Switching Function Per MOU (Melded)																		
	Tandem Trunk Port - Shared Per MOU (Melded)																		
	Melded Factor 43 15% of the Tandem Rate																		
	Common Transport																		
	Common Transport - Per Mile Per MOU																		
	Common Transport - Facilities Termination Per MOU																		

[illegible]

UNBUNDLED NETWORK ELEMENTS - Kentucky

[illegible]

UNBUNDLED NETWORK ELEMENTS - Louisiana																		
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	Add'l			Nonrecurring First	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												
UNBUNDLED LOCAL SWITCHING, PORT USAGE																		
	End Office Switching (Port Usage)																	
	End Office Switching Function 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 000035286												
	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 00000032												
	Common Transport - Facilities Termination Per MOU					0 0003748												

UNBUNDLED NETWORK ELEMENTS - MISSISSIPPI

Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - North Carolina

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UNBUNDLED NETWORK ELEMENTS - South Carolina

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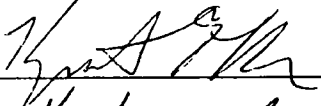
UNBUNDLED NETWORK ELEMENTS - Tennessee

Version 3Q03 11/12/2003

Signature Page

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

BellSouth Telecommunications, Inc.

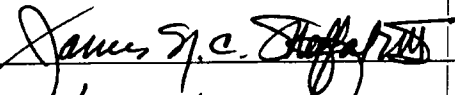
By: 

Name: Kristen E Rowe

Title: Director

Date: 6/15/04 6/16/04

CommuniGroup of Jackson, Inc.

By: 

Name: JAMES N.C. MORANT, III

Title: EXECUTIVE VICE-PRESIDENT

Date: June 8, 2004