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BellSouth Telecommunications, Inc
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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

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August 27, 2004

VIA HAND DELIVERY

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

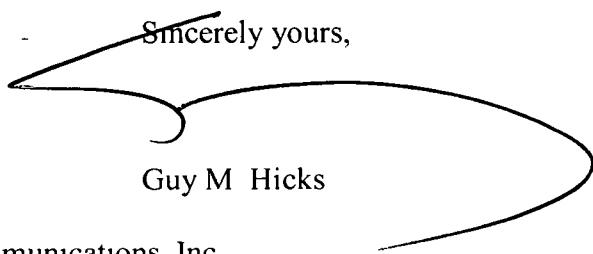
Re. *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Z-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00273

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Z-Tel 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 Amendments to the Interconnection Agreement dated April 18, 2003. The first Amendment provides for Line Splitting rates and the second Amendment provides for Melded Tandem Switching.

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

cc. Peggy Rubino, Z-Tel Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Z-Tel 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 Z-TEL COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Z-Tel Communications, Inc ("Z-Tel") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated April 18, 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, Z-Tel and BellSouth state the following:

1. Z-Tel 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 Z-Tel. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on June 2, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment provides for Line Splitting rates and the second Amendment provides for Melded Tandem Switching. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, A-Tel and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide 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 Amendments between BellSouth and Z-Tel 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. Z-Tel and BellSouth aver that the Amendments are 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.

Z-Tel and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 30th 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

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003

Tennessee**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc ("Z-Tel"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement for Tennessee between the Parties dated April 18, 2003, ("Agreement") to be effective ten (10) days following the date of the last signature executing the Amendment

WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and,

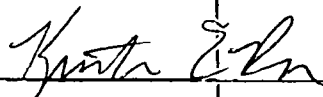
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to add the following provision to Attachment 3, Section 4 1, and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
- 4 1 2 Where Z-Tel 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 The Parties agree to add the following provision to Attachment 3, Section 14, and the associated rates as set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference

- 14 1 1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Z-Tel wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Z-Tel may order Loop Tagging. Rates for Loop Tagging are as set forth in Attachment 1 – Table 1.
- 3 All of the other provisions of the Agreement, dated April 18, 2003, shall remain in full force and effect.
- 4 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 Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 6/21/04

Z-Tel Communications, Inc.

By: 

Name: DONALD L. DAVIS

Title: SR. VICE PRESIDENT

Date: 6-17-04

Z-Tel Communications, Inc -- TN - MTSR and LT Amendment

[CCCS Amendment 3 of 7]

[CCCS Amendment 3 of 7]

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

**Amendment to the Agreement
Between
Z-Tel Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 18, 2003
Tennessee**

Pursuant to this Amendment, (the "Amendment"), Z-Tel Communications, Inc ("Z-Tel"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 18, 2003 ("Agreement") to be effective thirty (30) calendar days following the date of the last signature executing the Amendment

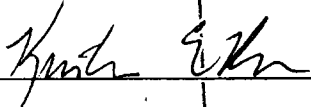
WHEREAS, BellSouth and Z-Tel entered into the Agreement on April 18, 2003, and,

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 Rates identified in Exhibit 1, attached hereto and incorporated herein by this reference, shall be included in Attachment 1 Table 1
- 2 All of the other provisions of the Agreement, dated April 18, 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

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

BellSouth Telecommunications, Inc.

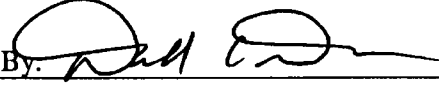
By: 

Name: Kristen E. Rowe

Title: Director

Date: 6/25/04

Z-Tel Communications, Inc.

By: 

Name: DONALD C. DAVIS

Title: SR VICE PRESIDENT

Date: 5/27/04

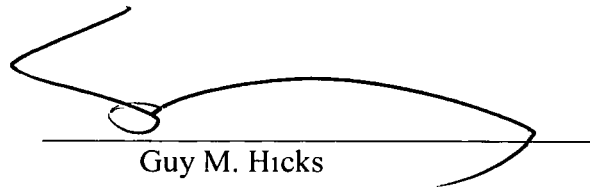
UNBUNDLED NETWORK ELEMENTS - Tennessee

Version 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 Amendments to the Interconnection Agreement on the following via United States Mail on the 25 day of Aug, 2004:

Peggy Rubino
Z-Tel Communications, Inc.
601 South Harbour Island Blvd.
Suite 220
Tampa, FL 33602



Guy M. Hicks