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BellSouth Telecommunications, Inc
333 Commerce Street
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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
Fax 615 214 7406

October 20, 2004

VIA HAND DELIVERY

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

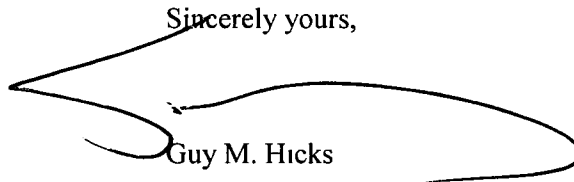
Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No **0400363**

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Brooks Fiber Communications of Tennessee, 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 June 17, 2002. The Amendment adds rates for On/Off Premises; adds language to waive adoption rights and modifies the Local Portability recovery charge.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc. Vice President, National Contract & Carrier, Management, MCI WorldCom, Inc
Vice President & Chief Network Counsel, WorldCom, Inc
Senior Manager, Carrier Agreements, MCI WorldCom, Inc.
Commercial Counsel, MCI WorldCom, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Brooks Fiber Communications of Tennessee, 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 BROOKS FIBER COMMUNICATIONS OF TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 17, 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, Brooks Fiber and BellSouth state the following:

1. Brooks Fiber 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 Brooks Fiber. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which adds rates for On/Off Premises; adds language to waive adoption rights and modifies the Local Portability Recovery charge. 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, Brooks Fiber and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are 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 Brooks Fiber 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. Brooks Fiber and BellSouth aver that the Amendment is consistent with the standards for approval.

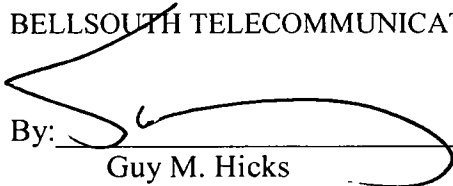
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252

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

This 20 day of Oct, 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

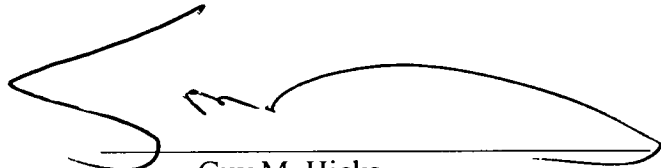
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 20 day of Oct, 2004.

MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier Management

Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, D.C. 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
205 Northpoint Parkway
Alpharetta, GA 30022

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022



Guy M. Hicks

**Amendment to the Agreement
Between
Brooks Fiber Communications of Tennessee, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 17, 2002**

Pursuant to this Amendment, (the "Amendment"), Brooks Fiber Communications of Tennessee, Inc. (Brooks Fiber), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Tennessee Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Brooks Fiber entered into the Agreement on June 17, 2002, and;

WHEREAS, BellSouth and Brooks Fiber desire to amend the Agreement to add additional rates, terms and conditions,

WHEREAS, BellSouth and Brooks Fiber are amending the Agreement to modify the Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No 95-116, released April 13, 2004,

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 to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
- 2 The Parties agree to add the following language to Attachment 3 as Section 5.7.5.9

5.7.5.9 On/Off Premises Extensions and Different Premises Addresses working with 2-wire voice grade port, voice grade Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3 The Parties agree to add to the rates in Table 1 of Attachment 1, the rates set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference
- 4 The Parties agree Section 2.5.1 of Part A of the General Terms and Conditions is created to read

2.5.1 Brooks Fiber shall waive its right pursuant to Section 252(i) of the Act to adopt language from any other interconnection agreement filed and approved by any state public service commission that would effectively replace, supersede or conflict with the language to which the parties have agreed as set

forth in the Percent Local Facility ("PLF") Factor, Reciprocal Compensation and Transit Traffic Amendment effective September 1, 2003. To the extent that Brooks Fiber requests adoption of any other such interconnection agreement pursuant to the Section 252(i) of the Act, the Parties shall modify the adopted agreement to delete the language in such agreement pertaining to the language expressly agreed upon in the PLF Factor, Reciprocal Compensation and Transit Traffic Amendment and to incorporate the language set forth in the PLF Factor, Reciprocal Compensation and Transit Traffic Amendment.

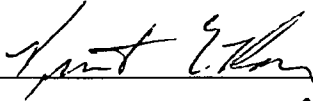
5. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Table 1 of Attachment 1, as specified by the following USOCs: LNPCX, LNPPC, LNPPN, and LNPPC.
6. The Parties agree to add the following language as Sections 5.7.2 and 7.8 of Attachment 3:

5.7.2 (and 7.8) Brooks Fiber shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff.
7. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
8. 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

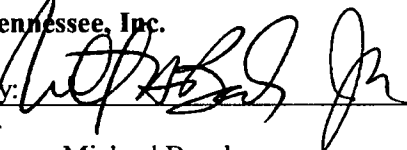
DIRECTOR

Date:

9/1/04

**Brooks Fiber Communications of
Tennessee, Inc.**

By:



Name: Michael Beach

Title: Vice President, Carrier
Management

Date:

8/24/04

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1	Table 1		
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add 1
							First	Add'l	First	Add'l					
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
	OFF/ON PREMISES EXTENSION CHANNELS														
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPRX	UEAEN	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPRX	UEAEN	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPRX	UEAEN	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPRX	UEAED	16 56	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPRX	UEAED	21 63	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Design		3	UEPRX	UEAED	28 28	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	18 58	55 39	17 37	27 96	3 51					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0 02	0 00	0 00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	OFF/ON PREMISES EXTENSION CHANNELS														
	2 Wire Analog Voice Grade Extension Loop – Non-Design		1	UEPBX	UEAEN	13 19	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		2	UEPBX	UEAEN	17 23	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Non-Design		3	UEPBX	UEAEN	22 53	31 99	20 02	10 65	1 41			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Design		1	UEPBX	UEAED	16 56	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	2 Wire Analog Voice Grade Extension Loop – Design		2	UEPBX	UEAED	21 63	75 06	48 20	28 70	17 64			20 35	10 54	13 32
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	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	18 58	55 39	17 37	27 96	3 51					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0 01	0 00	0 00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
	OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	16 56	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	21 63	75 06	48 20	28 70	17 64			20 35	10 54	13 32
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	28 28	75 06	48 20	28 70	17 64			20 35	10 54	13 32
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	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	18 58	55 39	17 37	27 96	3 51					
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UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1	Table 1			
					Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	OSS Rates (\$)		Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						First	Add'l	First	Add'l		SOMAN	SOMAN			
	Interface Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TYM	0.01	0.00	0.00								
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
	OFF/ON PREMISES EXTENSION CHANNELS														
	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPRX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPRX	UEAEN	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPRX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop - Design	1	UEPRX	UEAED	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop - Design	2	UEPRX	UEAED	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPRX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
INTEROFFICE TRANSPORT															
	Interface Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRX	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interface Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRX	U1TYM	0.02	0.00	0.00								
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	2 Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPBX	UEAEN	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
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	2 Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPBX	UEAEN	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
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	2 Wire Analog Voice Grade Extension Loop - Design	3	UEPBX	UEAED	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
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	Interface Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TYM	0.01	0	0								
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	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	28.28	75.06	48.2	28.7	17.64			20.35	10.54	13.32	13.32
INTEROFFICE TRANSPORT															
	Interface Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	18.58	55.39	17.37	27.96	3.51						

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