



BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

615 214 6301
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January 6, 2005

VIA HAND DELIVERY

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

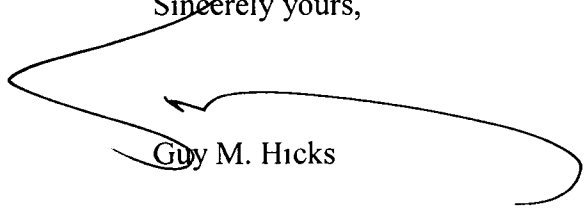
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and Birch Telecom of the South, Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 05-00005

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Birch Telecom of the South, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 14, 2000. The Amendment incorporates QuickServe rates into the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

GMH/dt

Enclosure

cc: Greg Lawhon, Attorney for Birch Telecom of the South, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Birch Telecom of the South, 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 BIRCH TELECOM OF THE SOUTH, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Birch Telecom of the South, Inc. ("Birch") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated July 14, 2000 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Birch and BellSouth state the following:

1. Birch 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 Birch. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 20, 2001.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment incorporates QuickServe rates into 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, Birch 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 Birch 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. Birch and BellSouth aver that the Amendment is consistent with the standards for approval.

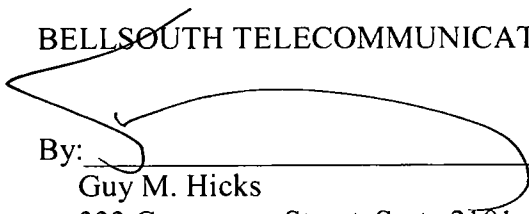
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

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

This 6th day of Jan., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

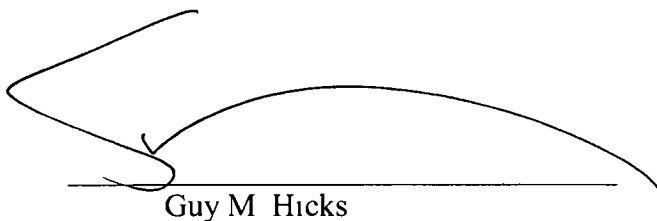
By: 

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 6th day of Jan., 2005.

Greg Lawhon, Esquire
General Counsel
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, Missouri 64108-1914



Guy M Hicks

**Amendment to the Agreement
Between
Birch Telecom of the South, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 14, 2000**

Pursuant to this Amendment, (the "Amendment"), Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch, collectively ("Birch"), on behalf of itself and its certificated operating affiliates identified in Part C hereof and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 14, 2000 ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Birch entered into the Agreement on July 14, 2000, and,

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

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 incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
- 2 All of the other provisions of the Agreement, dated July 14, 2000, 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

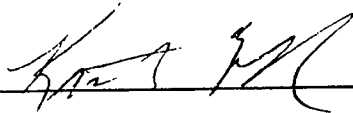
PART C

Schedule of Birch Telecom of the South, Inc (Birch) Operating Affiliates

Birch Telecom of the South, Inc d/b/a Birch Telecom and d/b/a Birch – FL
Birch Telecom of the South, Inc – AL, GA, KY, LA, MS, NC, SC and TN

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen Rowe

Title: Director

Date: 11/15/04

Birch Telecom of the South, Inc.

By: 

Name:

Title:

Date:

UNBUNDLED NETWORK ELEMENTS - Georgia																
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit B		
						Rec	Nonrecurring		Nonrecurring First			Disconnect Add'l	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 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							First	Add'l								

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit B	
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs Electronic- Add'l	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 1st
						First	Add'l	First	Add'l						
						Rec				SOMECH	SOMAN	OSS Rates (\$)		SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2 Wire Voice Grade Loop / Line Port Platform - Installation														
	Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC										
								0.10							

[illegible]

UNBUNDLED NETWORK ELEMENTS - Mississippi															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Attachment 2			Exhibit B		
						Nonrecurring	First	Add'l	Nonrecurring Disconnect	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Order vs Electronic-1st	Incremental Charge - Manual Order vs Electronic-Disc 1st	Incremental Charge - Manual Order vs Electronic-Disc Add'l	
						Rec									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service														
				UEPRX	URECC			0.0988							

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