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Nashville, TN 37201-3300

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Guy M Hicks
General Counsel

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January 11, 2005

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 1-800-RECONEX, Inc d/b/a USTEL Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00013

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, 1-800-RECONEX, Inc d/b/a USTEL 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 December 13, 2002 The first Amendment incorporates QuickServe rates into the Agreement and the second Amendment is specific to the State of Alabama and changes the name of the company in Alabama

Thank you for your attention to this matter

Sincerely yours,

Guy M. Hicks

cc· William E Braun, Vice President & General Counsel, 1-800 RECONEX, Inc
Dennis Kelley, Director of LEC Operations, 1-800-RECONEX, Inc.

543420

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and 1-800-RECONEX, Inc. .Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND 1-800-RECONEX, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, 1-800-RECONEX, Inc. ("1-800-RECONEX") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated December 13, 2002 (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, 1-800-RECONEX and BellSouth state the following:

1. 1-800-RECONEX 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 1-800-RECONEX. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on February 18, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment incorporates QuickServe rates into the Agreement and the second Amendment is specific to the State of Alabama and changes the name of the company in Alabama to 1-800-RECONEX, Inc. d/b/a USTEL ("1-800-RECONEX). Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, 1-800-RECONEX and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are 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 1-800-RECONEX 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. 1-800-RECONEX and BellSouth aver that the Amendments are 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.

1-800-RECONEX and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 11th 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 Amendments to the Interconnection Agreement on the following via United States Mail on the 11th day of Jan, 2005:

William E. Braun
Vice President & General Counsel
1-800-RECONEX, Inc.
2500 Industrial Avenue
Hubbard, Oregon 97032

Dennis Kelley
Director of LEC Operations
1-800-RECONEX, Inc.
2500 Industrial Avenue
Hubbard, Oregon 97032

_____
Guy M. Hicks

#179423

Amendment to the Agreement
Between
1-800-RECONEX, Inc d/b/a USTEL
(FL,GA,KY,LA,MS,NC,SC,TN)
and 1-800-RECONEX, Inc. (AL)
and
BellSouth Telecommunications, Inc.
Dated December 13, 2002

Pursuant to this Amendment, (the "Amendment"), 1-800-RECONEX, Inc d/b/a USTEL (FL, GA, KY, LA, MS, NC, SC, TN) and 1-800-RECONEX, Inc (AL) ("1-800-RECONEX"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 13, 2002 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and 1-800-RECONEX entered into the Agreement on December 13, 2002, 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 December 13, 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 Amendment the day and year written below

BellSouth Telecommunications, Inc.

By

Name Kristen Rowe

Title Director

Date 11/16/04

1-800-RECONEX, Inc d/b/a USTEL (FL, GA, KY, LA, MS, NC, SC, TN) and 1-800-RECONEX, Inc. (AL)

By

Name. William E. Brand

Title. Vice-President & General Counsel

Date 11-9-04

[CCCS Amendment 2 of 11]

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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									

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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		0 102									

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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									

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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									

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Intern	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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									

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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 0988									

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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		2 77									

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Intern	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2		Exhibit A	
CATEGORY		RATE ELEMENTS	Intern	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	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		1 03					15 69				

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
1-800-RECONEX, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 13, 2002

This Amendment is entered into by and between 1-800-RECONEX, INC. ("1-800-RECONEX") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated December 13, 2002, ("Interconnection Agreement").

WHEREAS, 1-800-RECONEX, an Oregon corporation, has changed the name of said business to 1-800-RECONEX, INC. d/b/a USTEL ("1-800-RECONEX") in Alabama

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 name of 1-800-RECONEX, Inc. in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with 1-800-RECONEX, Inc d/b/a USTEL ("1-800-RECONEX") in Alabama.

2 All of the other provisions of the Interconnection Agreement, dated December 13, 2002, shall remain in full force and effect

3 Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.	1-800-RECONEX, Inc.
By	By
Name Kristen Rowe	Name William E. Brown
Title Director	Title Vice-President General Counsel
Date 11/18/04	Date 11-9-04

[CCCS Amendment 2 of 2]