

BellSouth Telecommunications, Inc
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 **TN REGULATORY AUTHORITY**
DOCKET ROOM

April 4, 2005

VIA HAND DELIVERY

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

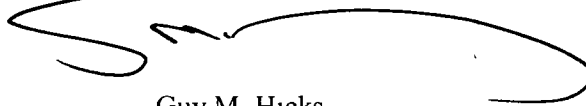
Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Southern Digital Network, Inc d/b/a FDN Communications Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00096

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Southern Digital Network, Inc. d/b/a FDN Communications 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 April 16, 2003. The Amendment adds Quickserve to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M Hicks

cc: Michael P. Gallagher, Southern Digital Network, Inc d/b/a FDN Communications

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Southern Digital Network, Inc. d/b/a FDN Communications 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 SOUTHERN DIGITAL NETWORK, INC. D/B/A FDN
COMMUNICATIONS PURSUANT TO
THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Southern Digital Network, Inc. d/b/a FDN Communications ("Southern Digital") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 16, 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, Southern Digital and BellSouth state the following:

1. Southern Digital 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 Southern Digital.

2. The parties have recently negotiated an Amendment to the Agreement which adds Quickserve 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, Southern Digital 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 Southern Digital 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. Southern Digital and BellSouth aver that the Amendment is consistent with the standards for approval.

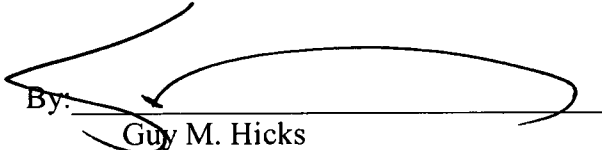
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

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

This 4th day of April, 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 4th day of April, 2005:

Michael P. Gallagher
Southern Digital Network, Inc.
d/b/a FDN Communications
390 North Orange Ave.
Suite 2000
Orlando, Florida 32801-1640


Guy M. Hicks

**Amendment to the Agreement
Between
Southern Digital Network, Inc.
and
BellSouth Telecommunications, Inc.
Dated April 16, 2003**

Pursuant to this Amendment, (the "Amendment"), Southern Digital Network, Inc. ("Southern Digital"), 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 16, 2003 ("Agreement") to be effective February 10, 2005.

WHEREAS, BellSouth and Southern Digital entered into the Agreement on April 16, 2003, and;

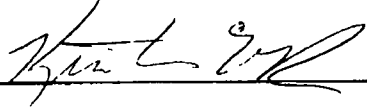
WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement 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 April 16, 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

Signature Page

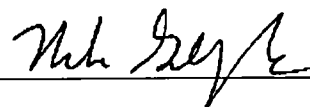
IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.By: 

Name: Kristen Rowe

Title: Director

Date: 2/7/05

Southern Digital Network, Inc.By: 

Name: Mike Gallagher

Title: 2/2/05

Date: CEO

UNBUNDLED NETWORK ELEMENTS - Alabama													
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
											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
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)		
											SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES													
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	12 Wire Voice Grade Loop / Line Port Platform - Installation												
	Charge at QuickService location - Not Conversion of Existing Service			UEPRX	UPECC		0.10						

Version QuickServe Amendment - ICA Attachment 2
09/29/04

UNBUNDLED NETWORK ELEMENTS - Kentucky						
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-Disc 1st Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
						Rec Nonrecurring First Add'l Nonrecurring Disconnect First Add'l OSS Rates (\$) SOMAN SOMAN SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED						
	2 Wire Voice Grade Loop / Lite Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC	0.10

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

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UNBUNDLED NETWORK ELEMENTS - Mississippi														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit B	
											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	SOMECS	SOMAN	SOMAN	SOMAN
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