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BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

615 214 6301
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October 18, 2005

VIA HAND DELIVERY

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and NuVox Communications, Inc f/k/a Trivergent Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. _____

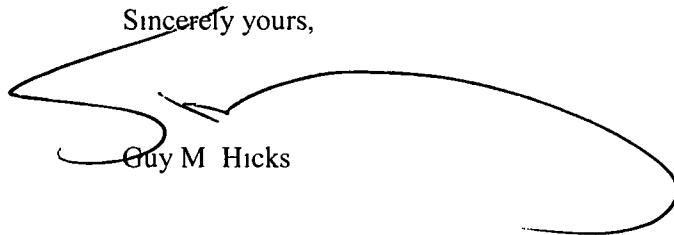
Dear Chairman Jones

NuVox Communications, Inc. f/k/a Trivergent Communications, Inc and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the executed Amendment to the Interconnection Agreement dated June 30, 2000. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

The Amendment adds Section 8.3.6, Rearrangements to Attachment 2 and the associated rates.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

GMH/dt

Enclosure

cc Hamilton E. Russell, III, Trivergent Communications, Inc
John J. Heitmann, Esquire, Attorney for Trivergent Communications, Inc.
Don Baltimore, Esquire, Attorney for Trivergent Communications, Inc

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NuVox Communications, Inc. f/k/a Trivergent 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 NUVOX COMMUNICATIONS, INC. F/K/A TRIVERGENT
COMMUNICATIONS, INC. PURSUANT TO
THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, NuVox Communications, Inc. f/k/a Trivergent Communications, Inc. ("NuVox") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 30, 2000 (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, NuVox and BellSouth state the following:

1. NuVox 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 NuVox. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The Interconnection Agreement expired on June 29, 2003 and the parties are currently in arbitration proceedings in BellSouth's nine state region. The Interconnection Agreement will continue month to month until the arbitrations have been completed.

3. The parties have recently negotiated an Amendment to the Agreement. The Amendment adds Section 8.3.6, Rearrangements to Attachment 2 and the associated rates. A copy of the Amendment is attached.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NuVox 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 the Amendment to the TRA for approval.

5. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and NuVox within 90 days of their 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.

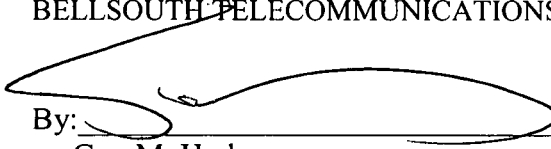
6. NuVox and BellSouth aver that the Amendment is consistent with the standards for approval.

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

This 18th day of October, 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

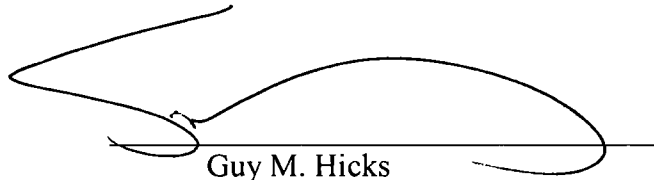
CERTIFICATE OF SERVICE

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 18th day of October, 2005:

Hamilton E. Russell, III
Regional Vice President – Legal and Regulatory Affairs
NuVox Communications, Inc. (formerly TriVergent)
301 North Main Street, Suite 500
Greenville, SC 29601

John J. Heitmann Esquire
Counsel to NuVox Communications, Inc.
Kelley Drye & Warren LLP
1200 19th Street, NW
Washington, DC 20036

Don Baltimore, Esquire
Farrar & Bates
211 Seventh Avenue North, Suite 420
Nashville, TN 37219-1823


Guy M. Hicks

**Amendment to the Agreement
Between
NuVox Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 30, 2000**

Pursuant to this Amendment, (the "Amendment"), NuVox Communications, Inc ("NuVox"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date")

WHEREAS, BellSouth and NuVox entered into the Agreement on June 30, 2000,
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 2 and the Associated rates as set forth in Exhibit A of this Amendment, attached hereto and incorporated herein by this reference

8 3 6 Rearrangements

- 8 3 6 1 A request to move a working NuVox CFA to another NuVox CFA, where both CFAs terminate in the same BellSouth Central Office ("Change in CFA"), will be subject to the applicable nonrecurring charges set forth in Exhibit A to this Amendment
- 8 3 6 2 Upon request of NuVox, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Section 8 3 6 1 above and NuVox may request OC-TS for such orders and such OC-TS will be available at times designated by NuVox 24 hours a day, 7 days a week (except holidays) The applicable rates are set forth in Exhibit A
- 8 3 6 3 BellSouth shall accept a LOA between NuVox and another carrier that will allow NuVox to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA
- 8 3 6 4 BellSouth shall perform appropriate pre-service tests to ensure that transport facilities are delivered to the appropriate connecting points and that applicable industry standards of service are met The Parties will use best efforts to ensure that testing for designed service is complete 24 hours in advance of the rearrangement However, performance of the testing shall not impact the rearrangement due date or time unless

mutually agreed upon by the Parties or industry standards of service can not be met

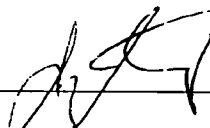
8 3 6 5 Where batch order processing is utilized the First NRC will apply to the first circuit of the batch and the Add'l charge will apply to each additional circuit in the batch The applicable rates are set forth in Exhibit A

- 2 All of the other provisions of the Agreement, dated June 30, 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

Signature Page

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

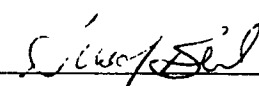
BellSouth Telecommunications, Inc.

By 
Name: Kristen Rowe

Title: Director

Date: 8-13-05

NuVox Communications, Inc.

By: 
Name: Susan J. Berlin

Title: VP - Sr Regulatory Counsel

Date: 8-22-2005

Service Rearrangement & Order Coordinated Time Specific Hot-Cut

[CCCS Amendment 3 of 12]

[CCCS Amendment 3 of 12]

UNBUNDLED NETWORK ELEMENTS - Alabama															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A			
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			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
ADDITIONAL NETWORK ELEMENTS															
	Service Rearrangements														
	NRC - Change in Facility Assignment per circuit Service Rearrangement		I	UTVX, UT1DX, UEA, UDL, UT1UC, UT1UD, UT1UB, ULDVX, ULDDX, UNCVX, UNCDX UNC1X	URETD		270.08	47.13							
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		I	UTVX, UT1DX, UEA, UDL, UT1UC, UT1UD, UT1UB, ULDVX, ULDDX, UNCVX, UNCDX UNC1X	URETB		1.28	1.28							
	Miscellaneous														
	NRC - Order Coordination Specific Time - Dedicated Transport		I	UNC1X	OCOSR		18.93	18.93							

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Attachment 2 Exh A				Incremental Charge - Manual Svc Order vs Electronic-Disc 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		SOMECH	SOMAN	SOMAN	SOMAN			
							First	Add'l									
ADDITIONAL NETWORK ELEMENTS																	
	Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement		I														
														</			

UNBUNDLED NETWORK ELEMENTS - Louisiana																						
CATEGORY	RATE ELEMENTS	Intern m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Eloc per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A										
						Rec	Nonrecurring First	Add'l	Nonrecurring First			Add'l	Disconnect First	Add'l	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 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l				
ADDITIONAL NETWORK ELEMENTS																						
	Service Rearrangements																					

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 Exh A				Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l						
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First			SOMEc	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l				OSS Rates(\$)	SOMAN	SOMAN			
ADDITIONAL NETWORK ELEMENTS																								
	Service Rearrangements																							
	NRC - Change in Facility Assignment per circuit Service Rearrangement		I	UITVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		269.66	47.05																
				UITVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28																
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		I																					
Miscellaneous																								
	NRC - Order Coordination Specific Time - Dedicated Transport		I	UNC1X	OCOSR		18.87	18.87																

UNBUNDLED NETWORK ELEMENTS - North Carolina																		
CATEGORY	RATE ELEMENTS	Intern m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A				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
								Nonrecurring First	Nonrecurring Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NETWORK ELEMENTS																		
	Service Rearrangements																	
				U1TVX, U1TDX, UEA, UDL, U1TUC U1TUD, U1TUB ULDVA, ULDDX UNCVA, UNCDX UNC1X														
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I			URETD			269 90	47 10									
				U1TVX, U1TDX, UEA, UDL, U1TUC U1TUD, U1TUB ULDVA, ULDDX UNCVA, UNCDX UNC1X														
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I			URETB			1 28	1 28									
Miscellaneous																		
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR			18 89	18 89									

UNBUNDLED NETWORK ELEMENTS - South Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A		Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l			SOMAN
ADDITIONAL NETWORK ELEMENTS																
	Service Rearrangements															
				UITVX, U1TDX UEA, UDL, U1TUC U1TUD, U1TUB ULDVX, ULDDX UNCVX, UNCDX UNC1X												
	NRC - Change in Facility Assignment per circuit Service Rearrangement	1		UITVX, U1TDX UEA, UDL, U1TUC U1TUD, U1TUB ULDVX, ULDDX UNCVX, UNCDX UNC1X	URETD	269.90	47.10									
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	1		UNC1X	URETB	1.28	1.28									
	Miscellaneous															
	NRC - Order Coordination Specific Time - Dedicated Transport	1		UNC1X	OCOSR	18.90	18.90									

