
BellSouth Telecommunications, Inc.

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Guy M. Hicks

General Counsel

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February 9, 2006

VIA HAND DELIVERY

Hon. Ron Jones
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 Covista, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. - 00039'

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Covista, 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 Amendments to the Interconnection Agreement dated July 24, 2005. The first Amendment incorporates Loop Qualification System into the Agreement and the second Amendment modifies Attachment 2 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks



cc: Frank Pazera, Covista, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Covista, 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 BELL SOUTH TELECOMMUNICATIONS, INC.
AND COVISTA, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Covista, Inc. ("Covista") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated July 24, 2005 (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, Covista and BellSouth state the following:

1. Covista 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 Covista. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 21, 2005.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment incorporates Loop Qualification System in to the Agreement and the second Amendment modifies Attachment 2 of the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Covista 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 Amendments 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 Amendments between BellSouth and Covista 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. Covista 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 approved pursuant to 47 USC Section 252.

Covista and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 9th day of Feb., 2006.

Respectfully submitted,

BELL SO TELECO ~~MUNIC~~ ATIONS, 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 ____ day of _____, 2006:

Frank Pazera
Covista, Inc.
721 Broad Street, 2nd Floor
Chattanooga, Tennessee 37402


Guy M. Hicks

**Amendment to the Agreement
Between
Covista, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 24, 2005**

Pursuant to this Amendment, (the "Amendment"), Covista, Inc. ("Covista"), 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 24, 2005 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Covista entered into the Agreement on July 24, 2005,
and;

WHEREAS, Covista has requested access to the Loop Qualification System (LQS). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers (ISPs) selling BellSouth Digital Subscriber Line (DSL) Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service.

1. The Parties agree to add the following language to Attachment 2 of the Agreement:

- 2.10 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide the Covista access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List").
 - 2.10.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
 - 2.10.2 Covista is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, Covista hereby agrees to refrain from abusive telemarketing practices.
 - 2.10.3 Covista agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
 - 2.10.4 Covista will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.
 - 2.10.5 Covista will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of the BellSouth.


- 2.10.6 Covista acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by the Covista. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to the Covista. In such event, the Covista agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
2. All of the other provisions of the Agreement, date July 24, 2005, 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 E. Spore

Title: Director

Date: / - (

Covista, Inc.

By: 

Name: T. J. [unclear]

Title: cto

Date: 1/06/06

**Amendment to the Agreement
Between
Covista, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 24, 2005**

Pursuant to this Amendment, (the "Amendment"), Covista, Inc. ("Covista"), 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 24, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

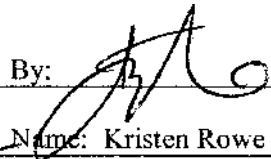
WHEREAS, BellSouth and Covista entered into the Agreement on July 24, 2005,
and;

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:

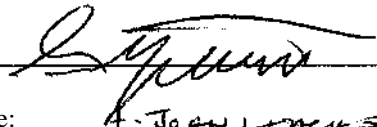
1. The Parties agree to delete and replace in its entirety Section 1.8 of Attachment 2 as follows:
 - 1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS 1 or above) Dedicated Transport or high capacity Loops, Covista shall undertake a reasonably diligent inquiry to determine whether Covista is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Covista self-certifies that to the best of Covista's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon Covista's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill Covista the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, Covista shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
2. All of the other provisions of the Agreement, dated July 24, 2005, 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: 7 - 2

Covista, Inc.

By: 
Name: F. Jo Ann Loney SK.
Title: CEO
Date: 1/15/06