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March 29, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 03/29/06

Hon. Ron Jones  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

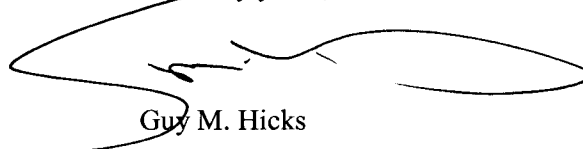
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 06-00084

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine 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 Stand Alone Interconnection Agreement dated August 15, 2005. The Amendment adds Direct Connect and Co-Carrier Cross Connect to the Agreement. The parties request that the TRA review and approve the Amendment.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom d/b/a Grapevine, Regulatory Department

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC^DeltaCom 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 ITC^DELTA COM D/B/A GRAPEVINE**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, ITC^DeltaCom ("ITC^DeltaCom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated August 14, 2004 (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, ITC^DeltaCom and BellSouth state the following:

1. ITC^DeltaCom and BellSouth entered into good faith negotiations pursuant to the Act to negotiate an interconnection agreement to replace the existing interconnection agreement dated April 24, 2001 which expired June 30, 2003 ("Expired Interconnection Agreement").

2. ITC^DeltaCom and BellSouth are currently involved in an arbitration proceeding before the Tennessee Regulatory Authority.

3. The parties entered into a Stand Alone Interconnection Agreement dated August 15, 2004 which was approved by the Tennessee Regulatory Authority ("TRA") on October 11, 2004.

4. The parties have recently negotiated an Amendment to the Stand Alone Interconnection Agreement which adds Direct Connect and Co-Carrier Cross Connect to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom 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 ITC^DeltaCom 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.

6. ITC^DeltaCom and BellSouth aver that the Amendment is consistent with the standards for approval.

7. 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.

ITC^DeltaCom and BellSouth respectfully request that the TRA approve the Amendment between the parties.

This 29<sup>th</sup> day of March, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

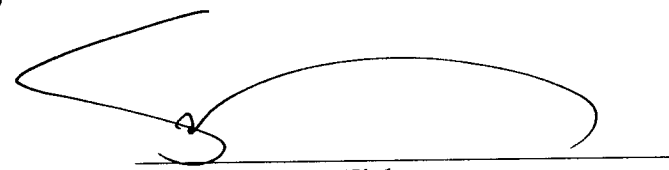
By: 

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(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 29<sup>th</sup> day of March, 2006:

ITC^DeltaCom Communications, Inc.  
d/b/a ITC^DeltaCom d/b/a Grapevine  
Regulatory Department  
7037 Old Madison Pike; Suite 400  
Huntsville, AL 35802

  
Guy M. Hicks

**Amendment to the Agreement  
Between  
ITC^DeltaCom Communications, Inc d/b/a ITC^DeltaCom d/b/a Grapevine.  
and  
BellSouth Telecommunications, Inc.  
Dated August 14, 2004**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine ("ITC^DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 14, 2004, ("Agreement") to be effective on date of last signature.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on August 14, 2004, and;

WHEREAS, the Parties desire to amend the Agreement to add Direct Connect and Co-Carrier Cross Connect.

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 language for Direct Connect to Section 3.5 of Attachment 4-Collocation as set forth below:

3.5 Direct Connect

3.5.1 BellSouth will permit ITC^DeltaCom to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). ). ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or its BellSouth Certified Supplier must place the Direct Connect, which shall be provisioned using facilities owned by ITC^DeltaCom. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by ITC^DeltaCom to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where ITC^DeltaCom's physical/virtual Collocation Spaces are contiguous in the central office, ITC^DeltaCom will have the option of using ITC^DeltaCom's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. ITC^DeltaCom will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. ITC^DeltaCom may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. ITC^DeltaCom is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, ITC^DeltaCom must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect

Application Fee for Direct Connect, as defined in Exhibit A, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to ITC^DeltaCom.

2. The Parties agree to add the following language for Co-Carrier Cross Connects to Section 3.6 of Attachment 4-Collocation as set forth below:

3.6 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit ITC^DeltaCom to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both ITC^DeltaCom's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. The applicable BellSouth charges will be assessed to ITC^DeltaCom upon ITC^DeltaCom's request for the CCXC. At no point in time shall ITC^DeltaCom use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers. ITC^DeltaCom, if certified as a BellSouth Certified Supplier, or its BellSouth Certified Supplier must place the CCXC. The CCXC shall be provisioned through facilities owned by ITC^DeltaCom.

3.6.1 Such connections to other carriers may be made using either optical or electrical facilities. ITC^DeltaCom shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. ITC^DeltaCom may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ITC^DeltaCom may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ITC^DeltaCom is responsible for ensuring the integrity of the signal. ITC^DeltaCom shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ITC^DeltaCom -provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In cases where ITC^DeltaCom's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, ITC^DeltaCom will have the option of using ITC^DeltaCom's own technicians to deploy co-carrier cross connects using copper (or ABAM or coaxial as appropriate) or optical facilities between the sets of equipment and construct its own dedicated cable support structure. If BellSouth cable support structure is used cable support charges shall be assessed per linear foot, per cable, of support structure used.

3.6.2 To order CCXCs ITC^DeltaCom must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a

CCXC, as defined in Exhibit A, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

3. The Parties agree to add Direct Connect and Co-Carrier Cross Connect rates and associated USOCs to Exhibit A of Attachment 4-Collocation as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
4. All of the other provisions of the Agreement, dated August 14, 2004, shall remain in full force and effect.
5. 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 Agreement the day and year written below.

BellSouth Telecommunications, Inc.

ITC^DeltaCom Communications, Inc. d/b/a  
ITC^DeltaCom d/b/a Grapevine

By: Kristen E. Shore

By: Jerry Watts

Name: Kristen E. Shore

Name: JERRY WATTS

Title: Director

Title: VICE PRESIDENT

Date: 2/16/06

Date: 2-15-06



| COLLOCATION - Tennessee  |   |             |       |       |           |                       |       |   |   | Attachment 4 Exh B   |  |   |   |
|--|---|-------------|-------|-------|-----------|-----------------------|-------|---|---|--|--|---|---|
| CATEGORY   | RATE ELEMENTS   | Interi<br>m | BCS   | USOC  | RATES(\$) |                       |       | Svc Order<br>Submitted<br>Elec<br>per LSR | Svc Order<br>Submitted<br>Manually<br>per LSR | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Add'l | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc 1st | Incremental<br>Charge -<br>Manual Svc<br>Order vs.<br>Electronic-<br>Disc Add'l |
|  |   |             |       |       |           |                       |       |   |   |  |  |   |   |
|  |   |             |       |       | Rec       | Nonrecurring<br>First | Add'l | Nonrecurring<br>First                     | Disconnect<br>Add'l                           | SOME   | SOMAN  | OSS Rates(\$)   | SOMAN   |
| PHYSICAL COLLOCATION   |   |             |       |       |           |                       |       |   |   |  |  |   |   |
| Application  | Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application                                 |             |       |       |           |                       |       |   |   |  |  |   |   |
| Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)                          | Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable       |             | CLO   | PE1DT |           | 585.09                |       |   |   |  |  |   |   |
|  | Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable |             | CLO   | PE1ES | 0.0013    |                       |       |   |   |  |  |   |   |
|  | Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable |             | CLO   | PE1DS | 0.0019    |                       |       |   |   |  |  |   |   |
| VIRTUAL COLLOCATION  |   |             |       |       |           |                       |       |   |   |  |  |   |   |
| Application  | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application                                  |             |       |       |           |                       |       |   |   |  |  |   |   |
| Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)                          | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable        |             | AMTFS | VE1CA |           | 585.09                |       |   |   |  |  |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable  |             | AMTFS | VE1CB | 0.0013    |                       |       |   |   |  |  |   |   |
|  | Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable  |             | AMTFS | VE1CD | 0.0019    |                       |       |   |   |  |  |   |   |
| Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order. |   |             |       |       |           |                       |       |   |   |  |  |   |   |