BELLSOUTH

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

March 29, 2006

Filed Electronically in Docket Office on 03/29/06

VIA HAND DELIVERY

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 Network Telephone Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06-00086

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Network Telephone Corporation 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 June 20, 2003. The Amendment adds Bulk Migration language to Attachment 2 of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Margaret Ring, Director, Regulatory Affairs, Network Telephone Corporation
Charles A. Hudak, Esq., Friend, Hudak & Harris, LLP

#498852

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Network Telephone Corporation 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 BELLSOUTH TELECOMMUNICATIONS, INC. AND NETWORK TELEPHONE CORPORATION PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Network Telephone Corporation ("Network Telephone") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 20, 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, Network Telephone and BellSouth state the following:

1. Network Telephone 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 Network Telephone. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 4, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which adds Bulk Migration language to Attachment 2 of 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, Network Telephone 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 Network Telephone 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. Network Telephone 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 filed and approved pursuant to 47 USC Section 252.

Network Telephone and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 29th day of March, 2006.

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 29th day of March, 2006:

Margaret Ring
Director, Regulatory Affairs
Network Telephone Corporation
815 South Palafox Street
Pensacola, Florida 32501

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346

_____
Guy M. Hicks

Amendment to the Agreement
Between
Network Telephone Corporation
and
BellSouth Telecommunications, Inc.
Dated June 20, 2003

Pursuant to this Amendment, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), 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 20, 2003 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into the Agreement on June 20, 2003, 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 language to Attachment 2 as Section 2.1.11, to be effective upon the date of the last signature executing the Amendment. The applicable Florida rates attached hereto as Exhibit 1 into this Amendment will be effective 30 (thirty) days after the date of the last signature executing the Amendment.

2.1.11 Bulk Migration

2.1.11.1 BellSouth will make available to Network Telephone a Bulk Migration process pursuant to which Network Telephone may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). For the state of Florida, the Parties agree to comply with the terms of the Joint Motion to Approve Stipulation filed with the Florida Public Service Commission on September 30, 2005, in Docket No. 041338-TP. The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth CLEC Information Package. The CLEC Information Package is located on BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process for states other than Florida shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A. Additionally, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.1.11.2 Should Network Telephone request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Network Telephone must use the Bulk Migration process referenced in 2.1.11.1 above.

2. All of the other provisions of the Agreement, dated June 20, 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.

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

BellSouth Telecommunications, Inc.	**Network Telephone Corporation**
By: Kristen E. Shore	By: Aloysius T. Lawn IV
Name: Kristen E. Shore	Name: Aloysius T. Lawn IV
Title: Director	Title: EVP General Counsel
Date: 2/9/06	Date: 1/24/06

[CCCS Amendment 3 of 12]

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK																

UNBUNDLED NETWORK ELEMENTS - Florida

Attachment: 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
											OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	38.00	18.00	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	38.00	18.00	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	38.00	18.00	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	38.00	18.00	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	38.00	18.00	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	38.00	18.00	25.62	6.57						
	Unbundled Miscellaneous Rate Element, Bulk Migration Mass Market rate, per Loop			UEANL	UREPN		31.50	25.00								
	Unbundled Miscellaneous Rate Element, Bulk Migration Mass Market Order Coordination Rate, per Loop			UEANL	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	102.00	62.00	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	102.00	62.00	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	102.00	62.00	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	102.00	62.00	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	102.00	62.00	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	102.00	62.00	63.53	12.01						
4-WIRE ANALOG VOICE GRADE LOOP																
	Unbundled Miscellaneous Rate Element, Bulk Migration Mass Market rate, per Loop			UEA	UREPN		97.00	59.00								
	Unbundled Miscellaneous Rate Element, Bulk Migration Mass Market Order Coordination Rate, per Loop			UEA	UREPM		0.00	0.00								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	112.00	77.00	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	112.00	77.00	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	112.00	77.00	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	8.30	112.00	77.00	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	112.00	77.00	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	20.94	112.00	77.00	60.64	9.12						
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	240.50	145.18	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	240.50	145.18	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	240.50	145.18	61.22	13.53						

UNBUNDLED NETWORK ELEMENTS - Georgia														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK															

UNBUNDLED NETWORK ELEMENTS - Kentucky														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK															

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK																

UNBUNDLED NETWORK ELEMENTS - Mississippi														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK															

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2 Exh. 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK															

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2 Exh 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
	NOTE: THIS PAGE INTENTIONALLY LEFT BLANK															