

ORIGINAL



RECEIVED-FPSC

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
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Tallahassee, Florida 32301

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Jerry D. Hendrix  
Vice President  
Regulatory Relations

JAN 25 PM 4:33

Phone: (850) 577-5550  
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COMMISSION CLERK

060743-TP

January 24, 2007

Mrs. Blanca S. Bayo  
Director, Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Nuvox Communications, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, unbundling, resale and collocation Agreement with Nuvox Communications, Inc.

The underlying agreement was filed on April 21, 2006 in docket 040130-TP.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

- CMP   1
- COM
- CTR
- ECR
- GCL
- OPC
- RCA
- SCR
- SGA
- SEC   1
- OTH

Very truly yours,

*Jerry Hendrix* /RN  
Regulatory Vice President

DOCUMENT NUMBER-DATE

00789 JAN 25 6

FPSC-COMMISSION CLERK

**Amendment to the Agreement  
Between  
NuVox Communications, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated March 11, 2006**

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 March 11, 2006 (Agreement) to be effective ten (10) days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and NuVox entered into the Agreement on March 11, 2006, 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 Local Intermediary Charge ("LIC") found in Exhibit A to the Amendment to be effective as of August 1, 2006. The rates contained in Exhibit A to the Amendment shall replace the Tandem Intermediary Charge rate in Exhibit A to Attachment 3 of the Agreement and shall become part of that Exhibit.
2. The Parties agree to replace Att7 - Exhibit B with Exhibit B (Att 7 - Exhibit B - Credit Profile) and to add Exhibit C ( Att 7 - Exhibit C - BAR Form). These exhibits are included in this Amendment as Exhibits B and C hereto.
3. The Parties agree to change Section 2.1 of Attachment 7 to read as follows:

Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the Billing Adjustment Request ("BAR") form attached hereto as Exhibit C.

4. The Parties agree to replace the language contained in Sections 2.17.2, 2.17.2.1 and 2.17.2.2 with the following Sections to Attachment 2:

**2.17.2 Requirements**

2.17.2.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and

infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.17.2.2 NuVox may test the quality of the Dark Fiber to determine its usability and performance specifications.

2.17.2.3 NuVox may test Dark Fiber obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow access to Dark Fiber at NuVox's Serving Wire Center and at NuVox's customer's premises.

2.17.2.4 BellSouth shall use commercially reasonable efforts to provide to NuVox information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from NuVox. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to NuVox within twenty (20) business days after NuVox submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable NuVox to connect NuVox provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.17.2.5 BellSouth shall provide access to Dark Fiber Loop for test access and testing at the termination point (demarcation) within NuVox's Serving Wire Center For maintenance troubles after acceptance of the Dark Fiber, NuVox should use the normal trouble reporting process and BellSouth will isolate and correct the problem. If requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NuVox's request subject to time and materials charges.

2.17.2.6 If requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NuVox's request subject to time and materials charges.

5. The Parties agree to replace the language currently in Section 10.8.1 of Attachment 3 with the following:

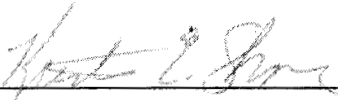
Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable composite rate (i.e., Local Intermediary Charge) as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

6. The Parties agree to replace the Switch-As-Is (“SAI”) rates currently in Exhibit A to Attachment 2 of the Agreement with those found in Exhibit D to the Amendment to be effective as of March 11, 2006.
7. The Parties agree to replace Exhibit C to Attachment 2 of the Agreement “Florida Initial List of Unimpaired Wire Centers” with Exhibit E to the Amendment.
8. All of the other provisions of the Agreement, dated March 11, 2006, shall remain in full force and effect.
9. 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. Shore

Title: Director

Date: 11/3/06

**NuVox Communications, Inc.**

By: 

Name: Susan J. Berlin

Title: VP, Senior Regulatory Counsel

Date: 11-2-2006

LOCAL INTERCONNECTION - Florida										Att: 3 Exh: A						
CATEGORY	RATE ELEMENTS	Interm	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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
<b>TANDEM SWITCHING</b>																
	Local Intermediary Charge, per MOU (8/1/2006 - 12/31/2006)					0.0015										
	Local Intermediary Charge, per MOU (1/1/2007 - 12/31/2007)					0.00175										
	Local Intermediary Charge, per MOU (1/1/2008 - 12/31/2008)					0.00225										
	Local Intermediary Charge, per MOU (1/1/2009 - expiration)					0.0025										



**Interconnection Services**

**Credit Profile**

**Amendment Exhibit B  
Attachment 7 Exhibit B  
Return by Fax to: 404-986-0166**

Complete, sign and fax to: 404-986-0166 Attention: Business Credit Management		Estimated Monthly billing with BellSouth \$ _____	
For questions concerning this application call 888-634-4114		New customer <input type="checkbox"/> Existing customer <input type="checkbox"/>	
<b>Please Print And Complete All Information.</b>		Attach Copy of Fiscal Audited Statement (if available)	
<b>Type of Business Applying For:</b>			
<input type="checkbox"/> Local (Resale)	<input type="checkbox"/> Facility Based	<input type="checkbox"/> Payphone Services Provider (# of lines in the first 6 months) _____	
<input type="checkbox"/> Access	<input type="checkbox"/> CMRS (Wireless)	<input type="checkbox"/> Other _____	
<b>Company Information</b>			
Business Name (Legal Name)		Doing Business As (Trade Style)	
Please Check One:			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole-Proprietor	<input type="checkbox"/> Other _____
Street Address		City	State Zip
Corporate Office Location (if different from above)		City	State Zip
(Area Code) Telephone Number	(Area Code) Fax Number	E mail address of business	
Are you presently a Bellsouth Customer in another area of business? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Contact name for additional information (if needed)			
Contact e mail address:			
<b>Officer's Names and e mail address</b>			
President		CFO	CEO
<b>Company History</b>			
Year Business Established	Principal Business of Firm		Company Web Site:
<b>Business Credit References</b>			
Company Name		City	State (Area Code) Telephone Number
Account Number	Contact Name		
Company Name		City	State (Area Code) Telephone Number
Account Number	Contact Name		
Company Name		City	State (Area Code) Telephone Number
Account Number	Contact Name		
<b>Bank Reference</b>			
Bank Name		City	State Account Number
Banking Officer		(Area Code) Telephone Number	(Area Code) Fax Number
I hereby authorize you to release to BellSouth now or in the future any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge.			
Signature (Authorized Individual Only)		Print Name	Date (MM/DD/YYYY)

**BellSouth Interconnection** **Amendment Exhibit C**  
**Billing Adjust Request Form (BAR)** RF-1461 ATT 7 Exhibit C

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	25. Dispute Desc:	
23. Billed Amount: \$ _____				
26. Disputed Amount: \$		29. Dispute Bill Date From:	Dispute Bill Date Thru:	
27. Disputed Amount Withheld: \$				
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:		31. Rate:    Billed    Correct		
<b>Factor Information:</b> 32. PIU: Billed    Correct 33. PLU: Billed    Correct 34. BIP: Billed    Correct 35. Other Factors: Billed    Correct		36: Jurisdiction <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local	37. Mileage: Billed    Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40. State: 41. LATA:	
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON:		48. TN/All:		
43. SON:		49. Point Code:		
44. EC Circuit ID:		50. USOC Quantity:		
45. Circuit Location:		51. Two-Six Code:		
46. IC Circuit ID:				
47. CFA:				
52. Facilities From Date:    Thru Date:				

Please see below for obtaining this Dispute Template and Specifications.

A complete OBF Document Catalog and On-line Document Store is available on the ATIS Web Site at:  
<http://www.atis.org/atis/clc/obf/download.htm>

(Rev 5-12-03) Version 20 (Changed Dispute Template to OBF Standard)



UNBUNDLED NETWORK ELEMENTS - Florida											Att: 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
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																				
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES	8.98	8.98													
<b>4-WIRE ANALOG VOICE GRADE LOOP</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES	8.98	8.98													
<b>4-WIRE DS1 DIGITAL LOOP</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES	8.98	8.98													
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES	8.98	8.98													
<b>UNE LOOP COMMINGLING</b>																				
<b>2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES	8.98	8.98													
<b>4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES	8.98	8.98													
<b>4-WIRE DS1 DIGITAL LOOP - COMMINGLING</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES	8.98	8.98													
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING</b>																				
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES	8.98	8.98													
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES	8.98	8.98													
<b>ADDITIONAL NETWORK ELEMENTS</b>																				
<b>Optional Features &amp; Functions:</b>																				
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC	8.98	8.98													
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES	8.98	8.98													
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP	8.98	8.98													

**Florida Initial List of Unimpaired Wire Centers**

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
MIAMFLPL	86,923	>4	1	No DS1/3
MIAMFLGR	68,580	>4	1	No DS1/3
ORLDFLMA	57,966	>4	1	No DS3
FTLDFLMR	55,881	>4	1	No DS3
GSVFLMA	55,681	4	1	No DS3
ORLDFLPC	45,792	>4	1	No DS3
MIAMFLHL	43,021	>4	1	No DS3
JCVLFLCL	42,452	>4	1	No DS3
MIAMFLAE	41,912	>4	1	No DS3
BCRTFLMA	40,746	>4	1	No DS3
PRRNFLMA	37,969	3	2	
HLWDFLPE	37,415	4	1	
WPBHFLHH	36,053	3	2	
HLWDFLWH	34,022	--	2	
PMBHFLMA	33,993	4	1	
WPBHFLAN	33,521	4	1	
ORLDFLPH	33,148	4	1	
MLBRFLMA	32,547	4	1	
DYBHFLMA	32,282	>4	1	
FTLDFLCY	31,487	4	1	
ORLDFLAP	31,234	3	2	
PNSCFLFP	30,863	--	2	
FTLDFLPL	29,469	>4	1	
FTLDFLJA	29,209	>4	1	
PNSCFLBL	28,685	4	1	
BCRTFLBT	26,601	--	2	
WPBHFLGR	26,527	3	2	
ORLDFLSA	26,126	>4	1	
PMBHFLFE	25,909	4	1	
STRFLMA	25,577	--	2	
WPBHFLGA	24,885	--	2	
MIAMFLRR	24,740	3	2	
DRBHFLMA	24,695	1	2	
MIAMFLBR	24,482	--	2	
MIAMFLPB	24,380	4	1	
JCVLFLSJ	24,088	3	2	
MIAMFLSO	23,802	3	2	
MIAMFLWM	23,310	4	1	
FTLDFLOA	23,008	>4	1	
MIAMFLCA	22,645	3	2	

WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
ORLDFLCL	20,828	>4	1	
NDADFLGG	18,239	>4	1	
COCOFLMA	18,097	4	1	
JCVLFSLM	17,820	>4	1	
WPBHFLLE	13,622	3	2	