

BellSouth Telecommunications, Inc. 150 South Monroe Street Suite 400 Tallahassee, Florida 32301 Jerry D. Hendrix Vice President Regulatory Relations

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November 8, 2006

COMMISSION CLERK 05 NOV -8 PM 4:

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.

MP <u>/</u>
OM Very truly yours,
TR
CR Jerry W. Hendrix PX
CLŘegulatory Vice President
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DOCUMENT NUMBER - DATE

10328 HOV-88

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.

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

BellSouth Telecommunications, Inc.

NuVox Communications, Inc.

Name: Kristen E. Shore

Title: Director

Date: 11/3/0

Name: Sucar T. Rocka

Title: VP Serier Begulating Course!

Date: 11-2-2006

Version: Generic Amendment Template XX/XX/XX

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		Local Intermediary Charge, per MOU (8/1/2006 - 12/31/2006)	I				0.0015										
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my knowledge.

Signature (Authorized Individual Only)

Amendment Exhibit B

Interconnection Services Attachment 7 Exhibit B **Credit Profile** Return by Fax to: 404-986-0166 Complete, sign and fax to: 404-986-0166 Estimated Monthly billing with BellSouth Attention: Business Credit Management New customer For questions concerning this application call 888-634-4114 Existing customer Please Print And Complete All Information. Attach Copy of Fiscal Audited Statement (if available) Type of Business Applying For: ☐ Facility Based Local (Resale) Payphone Services Provider (# of lines in the first 6 months) ☐ Access CMRS (Wireless) Other Company Information Business Name (Legal Name) Doing Business As (Trade Style) Please Check One: ☐ Corporation ☐ Partnership Other Sole-Proprietor Street Address 7in Corporate Office Location (If different from above) City State Žίρ (Area Code) Telephone Number (Area Code) Fax Number E mail address of business Are you presently a Bellsouth Customer in another area of business? Yes No Contact name for additional information (if needed) Contact e mail address: Officer's Names and e mail address President CEO Company History Year Business Established Principal Business of Firm Company Web Site: **Business Credit References** Company Name City (Area Code) Telephone Number State 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 **Bank Reference** Account Number Bank Name City State 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

Print Name

Date (MM/DD/YYYY)

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

Billing Company Contac	I Intermation Section:				- Company						
1. Billing Company Name:				2. Billing Contact Name:							
3. Billing Contact Address				4. Billing Conta	act Phone:						
				5. Billing Contact Fax #: 6. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Contact Email: 1. Billing Conta							
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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)

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Florida Initial List of Unimpaired Wire Centers

WIRE	BUSINESS	FIBER-BASED	TRANSPORT	LOOP UNBUNDLING
CENTER	LINES	COLLOCATION	TIER	
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
GSVLFLMA	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	
STRTFLMA	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	

Amendment Exhibit E Attachment 2 Exhibit C

Page C2	Page C	2
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WIRE CENTER	BUSINESS LINES	FIBER-BASED COLLOCATION	TRANSPORT TIER	LOOP UNBUNDLING
ORLDFLCL	20,828	>4	1	
NDADFLGG	18,239	>4	1	1
COCOFLMA	18,097	4	1	
JCVLFLSM	17,820	>4	1	
WPBHFLLE	13,622	3	2	