

BellSouth Telecommunications, Inc.
Legal Department
1521 BellSouth Plaza
P. O. Box 30188
Charlotte, NC 28230

edward.rankin@bellsouth.com

Edward L. Rankin, III
General Counsel-North Carolina

704 417 8833
Fax 704 417 9389

**OFFICIAL COPY
FILED**

April 6, 2006

APR 06 2006

Clerk's Office
N.C. Utilities Commission

Ms. Renee Vance
Chief Clerk
North Carolina Utilities Commission
Raleigh, North Carolina

Docket No. P-55, Sub 1549

Dear Ms. Vance: *P-55, Sub 1467*

In compliance with the Commission's order dated March 1, 2006, attached is the original and seventeen copies of the Change of Law amendment to the interconnection agreement between ACN Communications Services, Inc. ("ACN") and BellSouth Telecommunications, Inc. ("BellSouth").

We are also attaching an extra copy of this letter that we would appreciate your stamping "Filed" and return to me in the usual manner. Thank you for your assistance in this matter. *✓ 12*

Sincerely yours,

Edward L. Rankin, III
Edward L. Rankin, III

Attachment

*Clerk-PS
AG
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Sessions
Paschal
Kelly
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BELLSOUTH® / CLEC Agreement

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APR 06 2006

Clerk's Office
N.C. Utilities Commission

By and Between
BellSouth Telecommunications, Inc.
And
ACN Communications Services, Inc.

**Agreement Between
ACN Communications Services, Inc.
and
BellSouth Telecommunications, Inc.**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and ACN Communications Services, Inc., (ACN), a Michigan corporation. This Agreement may refer either BellSouth or ACN or both as a "Party" or "Parties".

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ACN is a competitive local exchange carrier authorized to provide telecommunications services in the state of North Carolina; and

WHEREAS, BellSouth and ACN have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement (New Agreement) to replace the existing interconnection agreement between the Parties, which expired on November 4, 2004, (Expired Agreement); and

WHEREAS, until such time as the Parties execute the New Agreement, BellSouth and ACN shall continue to operate under the rates, terms and conditions of the Expired Agreement, except as set forth below; and

WHEREAS, on March 1, 2006, the NCUC rendered its decision in Docket No. P-55, Sub 1549, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision);

WHEREAS, the Parties are obligated to amend the Agreement to incorporate the Decision;

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 hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of North Carolina only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibits B and C hereto, and such rates shall apply to services provided in the North Carolina only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A, B and C hereto conflict with any other rates, terms and conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of North Carolina.

4. The Parties hereby agree to delete the following rates from Attachment 3, Exhibit B of the Agreement:

Line Sharing
8XX Access Ten Digit Screening
Line Information Data Base (LIDB) Access
Calling Name (CNAM) Service
Unbundled Local Exchange Switching (Ports)
Unbundled Local Switching
Unbundled Port/loop Combinations
Selective Routing
AIN Selective Carrier Routing
AIN –BellSouth AIN SIMS Access Service

The Parties also agree to delete the following provisions and associated rates from Attachment 1, Table 1 of the Agreement:

Optional Daily Usage File (ODUF)
Access Daily Usage File (ADUF)
Enhanced Optional Daily Usage File (EODUF) in their entirety

5. Further, to the extent that defined terms in this Agreement differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Agreement to the extent necessary to give full effect to this Agreement consistent with the North Carolina Commission's Decision.
6. The Parties agree that all of the other provisions of the Agreement, dated June 11, 2003, shall remain in full force and effect.
7. The term of this Agreement shall be one year or until the Parties execute the New Interconnection Agreement, whichever is sooner. The terms of this Agreement shall apply to the state of North Carolina.
8. This Agreement shall be approved on the date the North Carolina Utilities Commission issues an order approving the Agreement (Approved Date) and shall be deemed effective on March 11, 2006 (Effective Date).
9. The Parties hereby agree to amend ACN's name in the Agreement to correctly state it as ACN Communication Services, Inc., and not ACN Communications Services, Inc.

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

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 

ACN Communication Services, Inc.

By: 

Name: DAVE STEJANSKI

Title: PRESIDENT

Date: MARCH 27, 2006

Issue 1 – What is the appropriate language to implement the FCC’s transition plan for: (1) switching; (2) high-capacity loops; and (3) dedicated transport as detailed in the FCC’s TRRO, issued February 4, 2005?

1. 4-wire Unbundled DS1 Digital Loop
 - 1.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User’s location.
 - 1.2 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2. Transition for DS1 and DS3 Loops

- 2.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for ACN as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.6.1 or 2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.3 Excess DS1 and DS3 Loops are those ACN DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Section 2.4 below, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.4 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ACN at any single building in which DS1 Loops are available as unbundled loops. ACN may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.5 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 2.6 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 11 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.6 only for ACN's Embedded Base during the Transition Period:
- 2.6.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.6.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.7 A list of wire centers meeting the criteria set forth in Sections 2.6.1 and 2.6.2 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086050, dated March 10, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.8 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACN's

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Embedded Base and ACN's Excess DS1 and DS3 Loops equal to the higher of:

- 2.8.1 115% of the rate paid for that element on June 15, 2004; or
- 2.8.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 2.8.3 These rates shall be as set forth in Exhibit B to Attachment 3 of the Agreement and this Section 2.8.
- 2.9 The Transition Period shall apply only to (1) ACN's Embedded Base and (2) ACN's Excess DS1 and DS3 Loops. ACN shall not add new DS1 or DS3 loops as described in this Section 2.9 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 6 of this Attachment and as set forth in Section 11 below.
- 2.10 Once a wire center exceeds both of the thresholds set forth in Section 2.6.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.11 Once a wire center exceeds both of the thresholds set forth in Section 2.6.1 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.12 No later than March 10, 2006 or by other mutually agreed upon date ACN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 20.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.13 If ACN fails to submit the spreadsheet(s) specified in Section 2.12 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to March 10, 2006 or by other mutually agreed upon date, BellSouth will identify ACN's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective March 11, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 2.13 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.14 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.12 above or transitioned pursuant to Section 2.13 above, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006.
- 2.15 To the extent that ACN no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the

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applicable transition period. ACN must also adhere to Commission Rule
R17-2(q) regarding the discontinuance of service to customers.

3. Dark Fiber Loop

3.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for ACN to utilize Dark Fiber Loops.

3.2 Transition for Dark Fiber Loop

3.2.1 For purposes of this Section 3, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

3.2.2 For purposes of this Section 3, Embedded Base means Dark Fiber Loops that were in service for ACN as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

3.2.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ACN at the terms and conditions set forth in this Attachment.

3.2.4 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACN's Embedded Base of Dark Fiber Loops equal to the higher of:

3.2.4.1 115% of the rate paid for that element on June 15, 2004; or

3.2.4.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

3.2.4.3 These rates shall be as set forth in Exhibit B to Attachment 3 of the Agreement and this Section 3.2.4.

3.2.5 The Transition Period shall apply only to ACN's Embedded Base and ACN shall not add new Dark Fiber Loops pursuant to this Agreement.

3.2.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

3.2.7 No later than June 10, 2006 ACN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 20.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

3.2.8 If ACN fails to submit the spreadsheet(s) specified in Section 3.2.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify ACN's remaining Embedded Base, if any, and will transition such

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circuits to the equivalent tariffed BellSouth service(s) effective September 10, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 3.2.8 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 3.2.9 For Embedded Base circuits converted pursuant to Section 3.2.7 above or transitioned pursuant to Section 3.2.8 above, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.
- 3.2.10 To the extent that ACN no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. ACN must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

4. Dedicated Transport and Dark Fiber Transport

- 4.1 Dedicated Transport.** Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ACN, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ACN. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 4.2 below, BellSouth shall not be required to provide to ACN unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").
- 4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities**
- 4.2.1** For purposes of this Section 4.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 4.2.2** For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for ACN as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 4.2.7.1 or 4.2.7.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.2.3** For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for ACN as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 4.2.4** ACN may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.
- 4.2.5** For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport means those ACN DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 4.2.4 above. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 4.2.6** For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. § 51.5.

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- 4.2.7 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 4.2 only for ACN's Embedded Base during the Transition Period:
- 4.2.7.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
- 4.2.7.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 4.2.7.3 A list of wire centers meeting the criteria set forth in Sections 4.2.7.1 or 4.2.7.2 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086050, dated March 10, 2006, which is available on BellSouth's Interconnection Services Web site,
- 4.2.8 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <ACN's Embedded Base Entrance Facilities and only during the Transition Period.
- 4.2.9 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACN's Embedded Base of DS1 and DS3 Dedicated Transport and for ACN's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2, equal to the higher of:
- 4.2.9.1 115% of the rate paid for that element on June 15, 2004; or
- 4.2.9.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.
- 4.2.9.3 These rates shall be as set forth in Exhibit B to Attachment 3 of the Agreement and this Section 4.2.9.
- 4.2.9.4 From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACN's Embedded Base Entrance Facilities as set forth in Exhibit B to Attachment 3 of the Agreement and this Section 4.2.9.
- 4.2.10 The Transition Period shall apply only to (1) ACN's Embedded Base and Embedded Base Entrance Facilities; and (2) ACN's Excess DS1 and DS3 Dedicated Transport. ACN shall not add new Entrance Facilities pursuant to this Agreement. Further, ACN shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this

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Agreement, except pursuant to the self-certification process as set forth in Section 6 of this Attachment and as set forth in Section 12 below.

- 4.2.11 Once a wire center exceeds either of the thresholds set forth in this Section 4.2.7.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 4.2.12 Once a wire center exceeds either of the thresholds set forth in Section 4.2.7.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 4.2.13 No later than March 10, 2005 or by other mutually agreed upon date ACN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 20.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.
- 4.2.14 If ACN fails to submit the spreadsheet(s) specified in Section 4.2.13 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to March 10, 2006 or by other mutually agreed upon date, BellSouth will identify ACN's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective March 11, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 4.2.14 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 4.2.15 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 4.2.13 or transitioned pursuant to Section 4.2.14 above, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006.
- 4.2.16 To the extent that ACN no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. ACN must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

- 5. Dark Fiber Transport.** Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 5.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.
- 5.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities**
- 5.1.1 For purposes of this Section 5, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.1.2 For purposes of this Section 5, Embedded Base means Dark Fiber Transport that was in service for ACN as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.1.3 For purposes of this Section 5.1, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.1 only for ACN's Embedded Base during the Transition Period:
- 5.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.1.5 A list of wire centers meeting the criteria set forth in Section 5.1.4 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549, ("Initial List") is attached to BellSouth's Carrier Notification Letter SN91086050, dated March 10, 2006, which is available on BellSouth's Interconnection Services Web site.
- 5.1.6 Transition Period Pricing. From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for ACN's Embedded Base and Excess of Dark Fiber Transport and Embedded Base Dark Fiber Transport Entrance Facilities shall be equal to the higher of:
- 5.1.6.1 115% of the rate paid for that element on June 15, 2004; or
- 5.1.6.2 115% of a new rate the Commission establishes, if any, between June 16, 2004 and March 11, 2005.

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- 5.1.6.3 These rates shall be as set forth in Exhibit B to Attachment 3 of the Agreement and this Section 5.1.6.
- 5.1.7 The Transition Period shall apply only to ACN's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. ACN shall not add new Dark Fiber Transport as described in this Section 5.1 except pursuant to the self-certification process as set forth in Section 6 of this Attachment and as set forth in Section 13 below. Further, ACN shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 5.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 5.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.1.9 No later than June 10, 2006 ACN shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 20.1 below. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 5.1.10 If ACN fails to submit the spreadsheet(s) specified in Section 5.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify ACN's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) effective September 10, 2006. Those circuits identified and transitioned by BellSouth pursuant to this Section 5.1.10 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.1.11 For Embedded Base circuits converted pursuant to Section 5.1.9 above or transitioned pursuant to Section 5.1.10 above, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006.
- 5.1.12 To the extent that ACN no longer desires to provide a particular service, it must notify BellSouth of its intent to discontinue and the parties must coordinate the disconnect to take place prior the conclusion of the applicable transition period. ACN must also adhere to Commission Rule R17-2(q) regarding the discontinuance of service to customers.

6. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, ACN shall undertake a reasonably diligent inquiry to determine whether ACN is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, ACN self-certifies that to the best of ACN'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 ACN'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. If BellSouth prevails in such dispute resolution proceeding, ACN shall be liable to BellSouth for the difference between the rate for the equivalent BellSouth alternative arrangement and the self certified UNE, plus interest, on such rate differential.

Issue 3—What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high-capacity loops and dedicated

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transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) Route?

7. A Business Line is defined in 47 CFR § 51.5.
8. A Fiber-Based Collocator is defined in 47 CFR § 51.5.
9. A Building is defined as a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building for purposes of this Attachment 2. Two or more physical areas served by a individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.
10. A route is defined as a transmission path between one of BellSouth's wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any. For the purposes of determining routes wire centers include non-BellSouth locations where BellSouth has reverse collocated switches with line side functionality that terminate loops.

Issue 6 – What language should be included in agreements to reflect the procedures identified in Matrix Item No. 5(b)?

- 11. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Loops**
- 11.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.6 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 11.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s).
- 11.3 For purposes of this Section 11, BellSouth shall make available DS1 and DS3 Loops that were in service for ACN in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth business day from the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 11.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 11.5 The rates set forth in Exhibit B to Attachment 3 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 11.6 No later than forty (40) days from BellSouth’s CNL identifying the Subsequent Wire Center List, ACN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 11.7 If ACN fails to submit the spreadsheet(s) specified in Section 11.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth’s CNL identifying the Subsequent Wire Center List, BellSouth will identify ACN’s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs
- 11.8 For Subsequent Embedded Base circuits converted pursuant to Section 11.6 above or transitioned pursuant to Section 11.7 above, the applicable recurring

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tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

- 11.9 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 11.10 In the event that (1) BellSouth designates a wire center as non-impaired, (2) ACN converts existing UNEs to other services or orders new services as services other than UNEs, (3) ACN otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of ACN, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund ACN the difference between the rate paid by ACN for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.
- 12. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport**
- 12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 4.2.11 or 4.2.12 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 12.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s).
- 12.3 For purposes of this Section 12, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for ACN in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the

thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 12.5 The rates set forth in Exhibit B to Attachment 3 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 12.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List ACN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 12.7 If ACN fails to submit the spreadsheet(s) specified in Section 12.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACN's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 12.8 For Subsequent Embedded Base circuits converted pursuant to Section 12.6 above or transitioned pursuant to Section 12.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 12.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) ACN converts existing UNEs to other services or orders new services as services other than UNEs, (3) ACN otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of ACN, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund ACN the difference between the rate paid by ACN for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

13. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for Dark Fiber Transport

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- 13.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 13.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 6 above.
- 13.3 For purposes of this Section 13, BellSouth shall make available DS1 and DS3 Loops that were in service for ACN in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 13.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 13.5 The rates set forth in Exhibit B to Attachment 3 of the Agreement plus 15% shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 13.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List ACN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 13.7 If ACN fails to submit the spreadsheet(s) specified in Section 13.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify ACN's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 13.8 For Subsequent Embedded Base circuits converted pursuant to Section 13.6 above or transitioned pursuant to Section 13.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

- 13.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) ACN converts existing UNEs to other services or orders new services as services other than UNEs, (3) ACN otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of ACN, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund ACN the difference between the rate paid by ACN for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

Issue 7 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

14. 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop

length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

15. 4-wire Unbundled DS1 Digital Loop.

This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location.

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Issue 8 – (a) Does the Commission have the authority to require BellSouth to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

16. This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to ACN for ACN's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act.

Issue 9 – What conditions, if any, should be imposed on moving, adding, or changing orders to a CLP's respective embedded base of switching, high-capacity loops, and dedicated transport, and what is the appropriate language to implement such conditions, if any?

17. For the state of North Carolina, during the Transition Period, CLEC shall be entitled to order and BellSouth shall provision UNE-P that CLEC orders for the purpose of serving CLEC's existing UNE-P End Users as of March 10, 2005`

Issue 10 – What rates terms and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period;; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire that do not meet the FCC’s non-impairment standards at this time, but that meet such standards in the future?

18. Effective March 11, 2006, and except to the extent expressly provided otherwise in this Attachment, ACN may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event BellSouth determines that ACN has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide ACN with thirty (30) days written notice to disconnect or convert such Arrangements. If ACN fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 18 shall be subject to applicable switch-as-is charges.

Issue 13 – What is the scope of commingling allowed under the FCC’s rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

19. Commingling of Services

- 19.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ACN has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities consistent with the NCUC’s Order dated March 1, 2006 in Docket No. P-55, Sub 1549. ACN must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 19.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth’s network with access services or inputs for mobile wireless services and/or interexchange services.
- 19.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth’s tariffed rates or rates set forth in a separate agreement between the Parties.
- 19.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 19.5 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 8 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit B to Attachment 3 of the Agreement.

Issue 14 – Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

Issue 15 – What are the appropriate rates, terms and conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?

20. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.

- 20.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ACN pursuant to this Agreement, or convert a Network Element or Combination that is available to ACN under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively “Conversion”). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth’s receipt of a complete and accurate Conversion request from the CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth shall not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 20.3 below.
- 20.2 To the extent, ACN had a Conversion request pending between October 2, 2003 and the effective date of this Amendment, such Conversion shall be deemed converted as of the date of such request.

20.3 Ordering Guidelines and Processes

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- 20.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ACN should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 20.3.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at:
www.interconnection.bellsouth.com/guides/html/unes.html.
- 20.3.3 The provisioning of Network Elements, Combinations and Other Services to ACN's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with ACN's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

Issue 18: LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

21. Line Splitting

- 21.1 Line splitting shall mean that ACN purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data CLEC are different carriers, with ACN being either the Voice CLEC or Data CLEC.
- 21.2 Line Splitting – UNE-L. In the event ACN provides its own switching or obtains switching from a third party, ACN may engage in line splitting arrangements with another CLEC using a splitter, provided by ACN, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 21.3 Line Splitting – Loop and Port
To the extent ACN is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by BellSouth pursuant to Section 271, BellSouth will permit ACN to utilize Line Splitting. BellSouth shall charge the rates previously approved by the North Carolina Utilities Commission as set forth in Exhibit B of Attachment 3 in the Agreement.
- 21.4 ACN shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where ACN will not provide voice and data services.
- 21.5 Provisioning Line Splitting and Splitter Space – Loop and Port
- 21.5.1 The Data CLEC, Voice CLEC, or a third party may provide the splitter. When ACN or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 21.5.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 21.5.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, including a Line splitting service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.
- 21.5.4 Provisioning Line Splitting and Splitter Space – UNE-L

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- 21.5.4.1 ACN provides the splitter when providing Line Splitting with UNE-L. When ACN or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

- 21.6 Maintenance – Line Splitting – Loop and Port and UNE-L
 - 21.6.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
 - 21.6.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

- 21.7 Indemnity
 - 21.7.1 ACN shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, damages and costs, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

Issue 19 – What is the appropriate ICA language, if any, to address call related databases?

- 22. Call Related Databases and Signaling
 - 22.1 Except for 911 and E911, BellSouth is not required to provide unbundled access to call related databases pursuant to section 251.

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- 22.2 Automatic Location Identification/Data Management System**
- 22.2.1 911 and E911 Databases
 - 22.2.1.1 BellSouth shall provide ACN with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
 - 22.2.1.1 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ACN will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 22.3.1 below.
- 22.3 Technical Requirements
 - 22.3.1 BellSouth's 911 database vendor shall provide ACN the capability of providing updates to the ALI/DMS database through a specified electronic interface. ACN shall contact BellSouth's 911 database vendor directly to request interface. ACN shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ACN and BellSouth shall not be liable for the transactions between ACN and BellSouth's 911 database vendor.
 - 22.3.2 It is ACN's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
 - 22.3.3 ACN shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/guides.
 - 22.3.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ACN, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ACN to assume responsibility for such records.
 - 22.3.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ACN that reflects all Stranded Unlocks that remain in the ALI/DMS

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database for over ninety (90) days. ACN shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ACN within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ACN shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ACN's records.

Issue 20 - What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is predominantly residential and what, if any impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?

- 23.1 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. BellSouth shall offer CLPs unbundled access to FTTH/FTTC loops serving enterprise customers and predominantly business MDUs.
- 23.2 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 23.3 Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs an unbundled DS1 loop (or loop/transport combination) in any wire center where BellSouth is required to provide unbundled access to DS1 loops and loop/transport combinations

Issue 21: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

24. A hybrid loop is a local loop, composed of both fiber optic cable usually in the feeder plant and copper twisted wire or cable usually in the distribution plant. BellSouth shall provide unbundled access to hybrid loops pursuant to the requirements of 47 C.F.R. 51.319(a)(2).

Issue 22: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 23: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

25. Routine Network Modifications

- 25.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth performs such RNM during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit B to Attachment 3 of the Agreement, then BellSouth will perform such RNM at no additional charge.
- 25.2 RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. If BellSouth has not recovered the costs of such RNM in the rates set forth in Exhibit B to Attachment 3 of the Agreement, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from ACN, BellSouth will perform the RNM.

Issue 24: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

26. In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to ACN on an unbundled basis, pursuant to the requirements of 47 C.F.R. § 51.319(a)(3)(iii), BellSouth's retirements of copper loops or copper subloops must comply with the requirements of 47 C.F.R. § 51.319(a)(3)(iv).

Issue 25: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

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EELs Audit provisions

- 27.1 BellSouth may, on an annual basis audit ACN's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to ACN stating its concern that ACN is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefore. Such Notice of Audit will be delivered to ACN no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. BellSouth is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit.
- 27.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. BellSouth may select the independent auditor without the prior approval of ACN or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding ACN's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether ACN complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.
- 27.3 To the extent the independent auditor's report concludes that ACN failed to comply with the service eligibility criteria, ACN must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 27.4 To the extent the independent auditor's report concludes that ACN failed to comply in all material respects with the service eligibility criteria, ACN shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that ACN did comply in all material respects with the service eligibility criteria, BellSouth will reimburse ACN for its reasonable and demonstrable costs associated with the audit. ACN will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

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28. ACN shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
29. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that ACN may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
30. Subloop Elements.
- 30.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 30.2 Unbundled Subloop Distribution (USLD)
- 30.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 30.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 30.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 30.2.4 If ACN requests a UCSL and it is not available, ACN may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or

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excessive bridged taps are removed, the facility will be classified as a UCSL.

- 30.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 30.2.6 Upon request for USLD-INC from ACN, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for ACN's use on this cross-connect panel. ACN will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 30.2.7 For access to Voice Grade USLD and UCSL, ACN shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. ACN's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 30.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by ACN is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet ACN's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/products/html/unec.html.
- 30.2.9 The site set-up must be completed before ACN can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice ACN's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 30.2.10 Once the site set-up is complete, ACN will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when ACN requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by ACN for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

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- 30.2.1.1 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 30.3 Unbundled Network Terminating Wire (UNTW)
- 30.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 30.3.1.1 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 30.3.2 Requirements
- 30.3.2.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 30.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 30.3.2.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and ACN does own or control such wiring, ACN will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to ACN.
- 30.2.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate ACN for each pair activated commensurate to the price specified in ACN's Agreement.
- 30.2.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the

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Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 30.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 30.3.2.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 30.3.2.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 30.3.2.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 30.3.2.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 30.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User

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began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

UNBUNDLED NETWORK ELEMENTS - North Carolina

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment: 3 Exh B					
CATEGORY	RATE ELEMENTS	Inter m	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
UNBUNDLED - XCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02							
4-WIRE ANALOG VOICE GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02							
4-WIRE DS1 DIGITAL LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES L		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.52	5.02							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES L		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.52	5.02							
ADDITIONAL NETWORK ELEMENTS															
				UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNCSX, U1TS1, UDF,UDFCX			38.39	17.64							
	Wholesale to UNE, Switch-As-Is Conversion Charge				UNCCC										
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)				URES L		36.90	16.15							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet				URES P		1.49	1.49							
UNE LOOP CO-MINGLING															
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1	NTCVG	UEAL2		11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2	NTCVG	UEAL2		17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3	NTCVG	UEAL2		25.23	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	NTCVG	UEAR2		11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	NTCVG	UEAR2		17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	NTCVG	UEAR2		25.23	102.10	65.72							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES L		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.49	36.26							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10							
4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1	1	NTCVG	UEAL4		19.52	127.40	91.02							
	4-Wire Analog Voice Grade Loop - Zone 2	2	NTCVG	UEAL4		24.74	127.40	91.02							

UNBUNDLED NETWORK ELEMENTS - North Carolina

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/ First							Disconnect Add'l
							First	Add'l								
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.49	36.26								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.82	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		100.82	42.93								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.52	5.02								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		101.86	49.62								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCQSL		17.56									
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - North Carolina

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment: 3 Exh B					
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 First	Disconnect Add'l	OSS Rates(\$)				
							First	Add'l			SOME C	SOMAN	SOMAN	SOMAN	SOMAN
				UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00							
	Commingleing Authorization														
	Commingleing (UNE part of single bandwidth circuit)														
	Commingleing VG COCI			XDV2X, NTCVG	1D1VG	0.4329	54.14	17.51							
	Commingleing Digital COCI			XDV6X, NTCUD	1D1DD	0.9199	54.14	17.51							
	Commingleing ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51							
	Commingleing 2-wire VG interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34							
	Commingleing 4-wire VG interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34							
	Commingleing 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34							
	Commingleing 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34							
				XDV2X, XDV6X, XDD4X	1LSXX	0.0095									
	Commingleing VG/DS0 Interoffice Channel per mile														
	Commingleing 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	385.26	72.08							
	Commingleing 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	385.26	72.08							
	Commingleing 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	385.26	72.08							
	Commingleing 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	385.26	72.08							
	Commingleing 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	385.26	72.08							
	Commingleing 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	385.26	72.08							
	Commingleing 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	385.26	72.08							
	Commingleing 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.58	385.26	72.08							
	Commingleing 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	385.26	72.08							
	Commingleing 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	385.26	72.08							
	Commingleing 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	385.26	72.08							
	Commingleing 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	385.26	72.08							
	Commingleing ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	385.26	72.08							
	Commingleing ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	385.26	72.08							
	Commingleing ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	385.26	72.08							
	Commingleing DS1 COCI			XDH1X, NTCD1	UC1D1	8.43	54.14	17.51							
	Commingleing DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	31.06	234.02	162.52							
	Commingleing DS1 Interoffice Channel per mile			XDH1X	1LSXX	0.1938									
	Commingleing DS1/DS0 Channel System			XDH1X	MQ1	70.84	170.57								
	Commingleing DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	412.03	139.55							
	Commingleing DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	412.03	139.55							
	Commingleing DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	412.03	139.55							
	Commingleing DS3 Local Loop Facility Termination			HFQC6	UE3PX	229.90	3,073.55	1,245.84							
	Commingleing DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1LSND	12.95									
	Commingleing STS-1 Local Loop Facility Termination			HFRST	UDLS1	257.82	3,073.55	1,245.84							
	Commingleing DS3/DS1 Channel System			HFQC6	MQ3	84.32									
	Commingleing DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	329.81	802.81	146.02							
	Commingleing DS3 Interoffice Channel per mile			HFQC6	1LSXX	4.44									
	Commingleing STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	802.81	146.02							
	Commingleing STS-1 Interoffice Channel per mile			HFRST	1LSXX	4.44									
	Commingleing Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1LSDF	24.77									
	Commingleing Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88							

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 3 Exh B			
CATEGORY	RATE ELEMENTS	Inter m	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		
										</				