

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Town of Pineville dba PTC Communications***

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**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Town of Pineville dba PTC Communications**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Town of Pineville, dba PTC Communications ("PTC Communications"), a North Carolina municipality on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, PTC Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Kentucky Data Link, Inc., dated December 31, 2004 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, PTC Communications and BellSouth hereby agree as follows:

1. PTC Communications and BellSouth shall adopt in its entirety the Kentucky Data Link, Inc. Interconnection Agreement dated December 31, 2004 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Kentucky Data Link, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	2
Kentucky Data Link Contract	609
Amendment-NC COL 03-11-06	51
TOTAL	666

2. In the event that PTC Communications consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of PTC Communications under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2.1 of the Kentucky Data Link, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2.1 of the Kentucky Data Link, Inc. Interconnection Agreement, the effective date shall be December 31, 2004.

4. PTC Communications shall accept and incorporate any amendments to the Kentucky Data Link, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Town of Pineville, dba PTC Communications

Town of Pineville  
Manager  
Telephone Department  
P.O. Box 249  
Pineville, NC 28134

and

Daniel C. Higgins  
Burns, Day & Presnell, PA  
P.O. Box 10867  
Raleigh, NC 27605

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Town of Pineville dba PTC  
Communications

By: *Kristen E. Shore*

By: *Gary W Creech*

Name: Kristen E. Shore

Name: Gary W Creech

Title: Director

Title: Telephone Manager

Date: 6/20/06

Date: 6-15-06