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April 4, 2007

ORIGINAL

070273-TP

COMMISSION
CLERK

07 APR 17 PM 1:38

RECEIVED-FPSC

Mrs. Ann Cole
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Notice of the Adoption of interconnection, unbundling, resale and collocation agreement and one amendment with modifications between BellSouth Telecommunication, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and NuVox Communications, Inc by FPL FiberNet, LLC.

Dear Mrs. Cole:

AT&T Florida hereby provides notice to the Florida Public Service Commission of the adoption by FPL FiberNet, LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement and one amendment with modifications for the State of Florida entered into between BellSouth Telecommunication, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and NuVox Communications, Inc, which was filed with this Commission on February 11, 2004 in Docket No. 040130-TP

FPL FiberNet, LLC., is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunication, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and FPL FiberNet, LLC. for your records.

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

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

03270 APR 17 6

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: FPL FiberNet, LLC

FPL FiberNet, LLC Adoption of NuVox Communications, Inc. ICA	2
Adoption Papers	3
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By and Between
BellSouth Telecommunications, Inc.
And
FPL FiberNet, LLC

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 FPL FiberNet, LLC ("FPL"), a Delaware Limited Liability Company 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 agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, FPL has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and NuVox Communications, Inc. ("NuVox") dated March 11, 2006 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, the sufficiency of which is hereby acknowledged, FPL and BellSouth hereby agree as follows:

1. FPL and BellSouth shall adopt in its entirety the NuVox Interconnection Agreement dated March 11, 2006 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 NuVox 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
Title and Adoption Papers	5
NuVox Interconnection Agreement	341
Amendment Effective November 13, 2006	10
TOTAL	356

2. In the event that FPL 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 FPL 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 3, General Terms and Conditions of the NuVox Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the NuVox Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered either by hand, by

March 2006

overnight courier or by US mail postage prepaid, and email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

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

FPL FiberNet, LLC

Attn: Director of Legal & Regulatory Affairs
9250 West Flagler Street
Miami, FL 33174
Telephone: (305) 552-4876
Email: david_eckmann@fpl.com

With copy to:

Attn: General Counsel
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: (561) 304-5261

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. Notice by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

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

BellSouth Telecommunications, Inc.

By: *Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date: 2/27/07

FPL FiberNet, LLC

By: *Carmen M. Perez*

Name: Carmen M. Perez

Title: President

Date: 2/22/07

[Handwritten signature]

**Amendment to the Agreement
Between
FPL FiberNet, LLC
and
BellSouth Telecommunications, Inc.
Dated March 29, 2007**

Pursuant to this Amendment, (the "Amendment"), FPL FiberNet, LLC (FPL), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 29, 2007 (Agreement) to be effective on March 29, 2007 (Effective Date).

WHEREAS, BellSouth and FPL entered into the Agreement on March 29, 2007;
and

WHEREAS, the Parties have agreed to incorporate language associated with dark fiber and delete language specific to Resale.

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. Incorporate into the Agreement as new Section 6.9.4.3.1 in Attachment 2, Network Elements and Other Services, the following language:

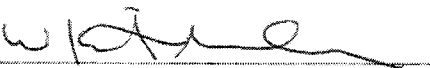
6.9.4.3.1 In this response, BellSouth shall also inform FPL if a routine network modification could be implemented to make dark fiber available along the requested route. In its response, BellSouth will inform FPL if fewer than the requested number of dark fiber strands are available on the requested route. Nothing herein shall be construed to limit FPL's ability to challenge, at the Commission, BellSouth's determination that dark fiber is unavailable.

2. Delete Section 3.18 in the Agreement's Attachment 1, Resale.
3. All of the other provisions of the Agreement, dated March 29, 2007, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

FPL FiberNet, LLC

By: 

By: 

For Name: Kristen E. Shore

Name: CARMEN M. PEELE

Title: Director

Title: PRESIDENT

Date: 3/19/2007

Date: 3/16/07

