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Timolyn Henry*****1

Timolyn Henry

070373-TP

From: Holland, Robyn P [rh0582@att.com]
Sent: Wednesday, June 13, 2007 4:00 PM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Amendment to ICA AT&T / FDN

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(183 KB)

-----Original Message-----

From: Holland, Robyn P
Sent: Wednesday, June 13, 2007 4:18 PM
To: Holland, Robyn P
Subject: 9100C Scan

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June 13, 2007

070373-TP

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

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Florida Digital Network, Inc. d/b/a FDN Communications

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to interconnection, unbundling, resale and collocation Agreement with Florida Digital Network, Inc. d/b/a FDN Communications.

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

Very truly yours,

Jerry D. Hendrix /RN
Regulatory Vice President

**Amendment to the Agreement
Between
Florida Digital Network, Inc. d/b/a FDN Communications
and
BellSouth Telecommunications, Inc.
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Florida Digital Network, Inc. d/b/a FDN Communications (FDN), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2006 (Agreement) to be effective the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and FDN entered into the Agreement on September 1, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that the terms, conditions, and rates as set forth in the Agreement dated September 1, 2006, shall apply to all services that are currently provided under the MPower Communications Corp Interconnection Agreement dated February 28, 2003, for the state of Florida. The Parties further agree that as of the effective date of this Amendment, the MPower Communications Corp Interconnection Agreement dated February 28, 2003 for the state of Florida will be deemed as terminated.
2. The Parties agree to add the following language to Attachment 2, Section 1.3:

In some cases, Commissions have ordered BellSouth to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by BellSouth, regardless of whether or not a disconnect order is issued by FDN. Disconnect charges are set forth in the rate exhibit of this Attachment.
3. The Parties agree to amend the rates in Attachment 2, Exhibit A, and the rates in Attachment 4, Exhibit B by adding the rates as set forth in Exhibit 1 attached herein by this reference.
4. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
3. 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.

**Florida Digital Network, Inc. d/b/a
FDN Communications**

By: *Kristen E. Shore*

By: *Don Boerema*

Name: Kristen E. Shore

Name: Don Boerema

Title: Director

Title: COO

Date: 2/27/07

Date: 2/27/07

ON ITS OWN BEHALF AND AS
SUCCESSOR AND ASSIGNEE OF THE
FLORIDA ASSETS AND
INTERCONNECTION AGREEMENT OF
MPOWER COMMUNICATIONS CORP.

Exhibit 1

CATEGORY	RATE ELEMENTS	Initial Zone	BOS	USOC	Rate		Rate Element Description	SOWSEC	SOWMAN	AMC 2 EIR A		SOWMAN	SOWMAN	SOWMAN
					Final	Advt				Incremental Charge - Manual Sec Order vs. Electronic-Advt	Incremental Charge - Manual Sec Order vs. Electronic-Advt			
LOOP MODIFICATION														
	Unbundled Loop Modification, Removal of Lead Cords - 2 Wire per less than or equal to 16K ft, per Unbundled Loop		UEA			0.00								
	Unbundled Loop Modification, Removal of Lead Cords - 2 Wire per less than or equal to 16K ft, per Unbundled Loop		UEANL			0.00								
	Unbundled Loop Modification Removal of Lead Cords - 4 Wire less than or equal to 16K ft, per Unbundled Loop		UEA			0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UEA			10.52								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		UEANL			10.52								

