

1/14/2009 2:16 PM

Office of Commission Clerk Official Filing

090028-TP

Ruth Nettles

From: Holland, Robyn P [rh0582@att.com]
Sent: Wednesday, January 14, 2009 2:09 PM
To: Filings@psc.state.fl.us
Subject: AT&T and Flatel Amendment Filing

Attachments: flatel.pdf



flatel.pdf (139 KB)

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

From: YANT, ROBYN [mailto:robyn.holland@ATT.COM]
Sent: Wednesday, January 14, 2009 2:01 PM
To: YANT, ROBYN
Subject: flatel

Please open the attached document.
This document was sent to you using an HP Digital Sender.

Sent by: YANT, ROBYN <robyn.holland@att.com>
Number of pages: 3
Document type: B/W Document
Attachment File Format: Adobe PDF

To view this document you need to use the Adobe Acrobat Reader.
For free copy of the Acrobat reader please visit:

<http://www.adobe.com>

For more information on the HP Digital Sender please visit:

<http://www.digitalsender.hp.com>

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. GA622

DOCUMENT NUMBER-DATE

00377 JAN 14 8

FPSC-COMMISSION CLERK



Greg Follensbee
Executive Director
Regulatory Relations

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301 1561

T: 850.577.5555
F: 850.577-5536
greg.follensbee@att.com
m
www.att.com

January 14, 2009

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 Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Flatel, Inc d/b/a Florida Telephone Company d/b/a Oscatel d/b/a Telephone USA.

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 Agreement with Flatel, Inc.

The underlying agreement was filed on July 15, 2005 in Docket No. 050492 – TP.

If you have any questions, please do not hesitate to call me at (850) 577-5555.

Very truly yours,

Greg Follensbee
Executive Director

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT
OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE
AND
FLATEL, INC.**

The Interconnection Agreement dated August 12, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Flatel, Inc. ("FLATEL") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
 - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 11, 2008 until August 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from FLATEL, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. The Agreement is also amended as follows to reflect prior changes of law, and FLATEL acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

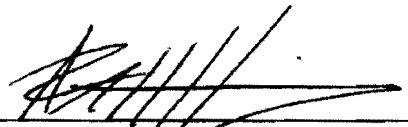
DOCUMENT NUMBER - DATE

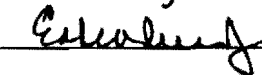
00377 JAN 14 08

FPSC - COMMISSION CLERK

Flatel, Inc.

BellSouth Telecommunications, Inc. d/b/a
 AT&T Alabama, AT&T Florida, AT&T Georgia,
 AT&T Kentucky, AT&T Louisiana, AT&T
 Mississippi, AT&T North Carolina, AT&T South
 Carolina and AT&T Tennessee by AT&T Operations, Inc.,
 their authorized agent

By: 
 Name: Mr. Abby Matari
 (Print or Type)
 Title: CEO
 (Print or Type)
 Date: 11-6-08

By: 
 Name: Kristen E. Shore
 Title: Director
 Date: 12.24.08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			