



Nancy R. Schnitzer  
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September 22, 2005

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
& Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Approval of Interconnection, Unbundling, Collocation and Resale Agreement with T3 Communications, LLC d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone in Docket No. 050462-TP

Dear Ms. Bayó:

Please find enclosed a correcting page 16 of the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and T3 Communications, LLC d/b/a Tier 3 Communications d/b/a Naples Telephone and d/b/a Fort Myers Telephone. Please substitute the corrected page for the agreement filed with the Commission on June 29, 2005.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Schnitzer".

Nancy Schnitzer

cc: T3 Communications  
Dale Conrad  
2401 1<sup>st</sup> St.  
Fort Myers, FL  
33901

Enclosure

- 5.4 If either Party defaults in the payment of an amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party must notify the Florida Public Utilities Commission in writing and may seek legal and/or regulatory relief in accordance with the Dispute Resolution Provision of this Agreement. Neither Party will disconnect service to the other party without first obtaining Commission approval.
- 5.5 Sprint may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.7 Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

## **6 CHARGES AND PAYMENT**

- 6.4 In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part K.
- 6.4.1 If an invoice is not paid within sixty (60) Days after the bill date, Sprint will suspend processing new orders and cancel any pending orders.
- 6.4.2 If the account remains delinquent ninety (90) Days after the bill date, Sprint will terminate all services under this Agreement.
- 6.5 Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy