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COMMISSION  
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086099-7

February 14, 2008

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 with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Data, LLC by Astro Tel, Inc.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Astro Tel, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and KMC Data, LLC, which was filed with this Commission on July 7, 2007 in Docket No. 050466-TP

- CMP   1
- COM
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- OPC
- RCA
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- SGA
- SEC
- CLY   1
- OTH

Astro Tel, Inc. 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 Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Astro Tel, Inc., for your records.

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

Very truly yours,

*Robyn Yant for*  
Jerry D. Hendrix  
Regulatory Vice President

DOCUMENT NUMBER-DATE

01173 FEB 14 08

FPSC-COMMISSION CLERK



at&t

WHOLESALE AGREEMENT

***Customer Name: Astro Tel, Inc.***

Astro Tel, Inc. - Adoption of KMC Data 111507	2
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Signature Page	5
Exhibit 1	6

DOCUMENT NUMBER-DATE

01173 FEB 14 8

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

FPSC-COMMISSION CLERK

**CLEC Agreement with:**

**Astro Tel, Inc.**

DOCUMENT NUMBER-DATE  
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## 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 Astro Tel, Inc. ("Astro Tel"), a Florida corporation on behalf of itself, and 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"), 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**, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the KMC Data, LLC for the State of Florida ("the MFN Agreement");

**WHEREAS**, Astro Tel has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and KMC Data, LLC dated June 30, 2005 for the state of Florida. The rates, terms and conditions for the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee are **not** effective.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Astro Tel and AT&T hereby agree as follows:

1. Astro Tel and AT&T shall adopt in its entirety the KMC Data, LLC Interconnection Agreement dated \_\_\_\_\_ June 30, 2005, 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 KMC Data, LLC 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	5
Exhibit 1	1
KMC Data Interconnection Agreement	763
TOTAL	769

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

4. Astro Tel shall accept and incorporate any amendments to the KMC Data, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**AT&T**

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

and

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

Astro Tel, Inc.

Mike Ray  
1800 Second Street, Suite 905  
Sarasota, FL 34236  
941.256.9207 (v)  
941.256.9911 (f)  
mike@astrotel.us

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.

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

Astro Tel, Inc.

By:   
Name: Kristen F. Shore  
Title: Director  
Date: 4/2/08

By:   
Name: R. MICHAEL RAY  
Title: PRESIDENT  
Date: 01 04 08

FACILITIES-BASED OCN # 018A  
ACNA \_\_\_\_\_

**EXHIBIT 1**