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Ruth Nettles

090224

From: Holland, Robyn P [rh0582@att.com]
Sent: Wednesday, April 22, 2009 11:36 AM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Adoption Filing

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
 (253 KB)

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

From: YANT, ROBYN [mailto:robyn.holland@att.com]
Sent: Wednesday, April 22, 2009 11:26 AM
To: YANT, ROBYN
Subject: 9100C Scan

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DOCUMENT NUMBER-DATE
 03719 APR 22 8
 FPSC-COMMISSION CLERK

April 22, 2009

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 Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone by Neutral Tandem, LLC.

Dear Mrs. Cole:

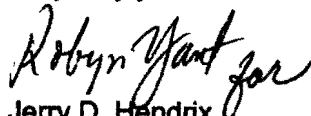
BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Neutral Tandem, LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone, which was filed with this Commission on October 10, 2005 in Docket No. 050767-TP.

Neutral Tandem, 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 Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Neutral Tandem, LLC for your records.

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

Very truly yours,


Jerry D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER-DATE

03719 APR 22 8

FPSC-COMMISSION CLERK



Customer Name: Neutral Tandem, LLC

Neutral Tandem, LLC	2
Adoption Papers	3
Signature Page	6
Exhibit 1	7

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

CLEC Agreement with:

Neutral Tandem, LLC

DOCUMENT NUMBER - DATE

03719 APR 22 8

FPSC-COMMISSION CLERK

AGREEMENT

This Agreement, which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC and Neutral Tandem-Kentucky, LLC, collectively ("Neutral Tandem, LLC"), all of which are Delaware corporations 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, Neutral Tandem, LLC has requested that AT&T make available the interconnection agreement in its entirety executed between BellSouth Telecommunications Inc. ("AT&T") and Comcast Phone, LLC. Comcast Phone II, Inc. dated September 25, 2005 and recently extended by Comcast for three years under the ICA Merger Commitment in the States of Florida, Georgia and Kentucky for the state(s) of Florida, Georgia and Kentucky.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Neutral Tandem, LLC and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Neutral Tandem, LLC and AT&T shall adopt in its entirety the Comcast Phone, LLC Comcast Phone II, Inc. Interconnection Agreement dated September 25, 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 Comcast Phone, LLC Comcast Phone II, Inc. 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
Table of Contents	1
Title Page	1
Adoption Papers	3
Signature Page	1
Exhibit 1 Cover Page	1
Comcast Phone, LLC. Comcast Phone II, Inc. Agreement	426
UNE rate Amendment - Effective 3/31/2006	20
Notice Section Amendment - Effective 2/28/2007	2
Extension Amendment - Effective 6/11/2008	2
TOTAL	457

3. In the event that Neutral Tandem, LLC 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 Neutral Tandem, LLC under this Agreement.
4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement, the expiration date shall be September 24, 2011.
5. Neutral Tandem, LLC shall accept and incorporate any amendments to the Comcast Phone, LLC. Comcast Phone II, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. 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.
7. 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

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
and
Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Neutral Tandem-Florida, LLC, Neutral Tandem-Georgia, LLC and Neutral Tandem-Kentucky, LLC collectively Neutral Tandem, LLC

Richard Monto, SVP
1 South Wacker, Suite 300
Chicago, IL 60606
Phone 312-384-8090
Fax 312-346-2376
Email rmonto@neutraltandem.com

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.

Neutral Tandem-Florida, LLC
Neutral Tandem-Georgia, LLC
Neutral Tandem-Kentucky, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, and AT&T
Kentucky by AT&T Operations, Inc., its
authorized agent

By: DAVID TATAK
Name: David Tatak
Title: VP BILLING & REVENUE
Date: 1/23/09

By: Eddie A. Reed, Jr.
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 4-2-09

	<u>OCN#</u>	<u>ACNA</u>
FLORIDA	<u>937C</u>	<u>OWS</u>
GEORGIA	<u>067D</u>	<u>OWS</u>
KENTUCKY	<u>896E</u>	<u>OWS</u>

EXHIBIT 1

CCC87d17