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October 21, 2015

Ms. Carlotta S. Stauffer  
Commission Clerk  
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, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Birch Telecom of the South, Inc. d/b/a Birch Telecom d/b/a Birch d/b/a Birch Communications.

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast Birch Telecom of the South, Inc. d/b/a Birch Telecom d/b/a Birch d/b/a Birch Communications. The underlying agreement was filed on February 26, 2010 in Docket Number 100097-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC 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**

**BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE  
SOUTH, INC.**



Signature: eSigned - Gregory J. Darnell

Signature: eSigned - William A. Bockelman

Name: eSigned - Gregory J. Darnell  
 (Print or Type)

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: Director  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 02 Oct 2015

Date: 05 Oct 2015

**Birch Communications, Inc. and Birch Telecom of the South, Inc.**

**BellSouth Telecommunications, LLC 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 Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039,7096	2720,1897	2828,1897
FLORIDA	7039,7096	2720,1898	1898
GEORGIA	7039,7096	1986	4361,1986
KENTUCKY	7039,7096	2720,0393	2722,0393
LOUISIANA	7039,7096	1738	0947,1738
MISSISSIPPI	7039,7096	2720,5174	2720,5174
NORTH CAROLINA	7039,7096	2720,2435	3758,2435
SOUTH CAROLINA	7039,7096	2441	3094,2441
TENNESSEE	7039,7096	1739	3290,1739

Description	ACNA Code(s)
ACNA(s)	AXJ,VLK

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC 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  
BIRCH COMMUNICATIONS, INC. AND BIRCH TELECOM OF THE SOUTH, INC.**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC 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") (previously referred to as "BellSouth Telecommunications, Inc.") and Birch Communications, Inc. (f/k/a Access Integrated Networks, Inc.), and its certificated operating affiliate, Birch Telecom of the South, Inc. is hereby amended as follows.

**WHEREAS**, AT&T, Access Integrated Networks, Inc. ("AIN/Birch") and Birch Telecom of the South, Inc. are the parties to that certain "Interconnection Agreement" dated May 30, 2008 (the "Agreement"); and

**WHEREAS**, AIN/Birch has changed its name to "Birch Communications, Inc.", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T and Birch Communications, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc."
2. AT&T shall reflect that name change from "Access Integrated Networks, Inc." to "Birch Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to AIN/Birch. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Birch Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by AIN/Birch with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Birch Communications, Inc. shall operate with AT&T under the "Birch Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Birch Communications, Inc., and labeling (including re-labeling) equipment and facilities with Birch Communications, Inc. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all former AIN billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. In the event that Carrier consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Carrier's company codes or identifiers, all such entities shall be jointly and severally liable for Carrier's obligations under this Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.