

Dorothy Menasco

110220-TP

From: YANT, ROBYN (ATTSI) [rh0582@att.com]
Sent: Monday, July 11, 2011 2:01 PM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Amendment Windstream Nuvox & AT&T

Attachments: img-711130238-0001.pdf



img-71113023
001.pdf (384 KI)

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

From: OMT
Sent: Monday, July 11, 2011 2:03 PM
To: YANT, ROBYN (ATTSI)
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 3
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Device Name: WorkCentre 5225A
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DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK



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July 11, 2011

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, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Nuvox Communications, Inc. d/b/a Windstream Nuvox, Inc.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Nuvox Communications, Inc. d/b/a Windstream Nuvox, Inc.

The underlying agreement was filed on November 8, 2006 in docket 040130-TP.

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

Very truly yours,

Jerry D. Hendrix
Regulatory Vice President

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA
AND
NUVOX COMMUNICATIONS, INC.**

The Interconnection Agreement by and between BellSouth Telecommunications, Inc.¹ d/b/a AT&T Florida ("AT&T Florida") and Windstream NuVox, Inc. (f/k/a NuVox Communications, Inc.), is hereby amended as follows.

WHEREAS, AT&T Florida and NuVox Communications, Inc. ("NuVox") are the parties to that certain "Interconnection Agreement" dated as of April 19, 2006 (the "Agreement"); and

WHEREAS, NuVox has changed its name to "Windstream NuVox, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Florida and Windstream NuVox hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "NuVox Communications, Inc." to "Windstream NuVox, Inc."
2. AT&T Florida shall reflect that name change from "NuVox Communications, Inc." to "Windstream NuVox, Inc." only for the main billing account (header card) for each of the accounts previously billed to NuVox. AT&T Florida shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Florida'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, Windstream NuVox affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by NuVox with AT&T Florida for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Windstream NuVox shall operate with AT&T Florida under the "Windstream NuVox, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Windstream NuVox, and labeling (including re-labeling) equipment and facilities with Windstream NuVox.
4. NuVox Communications, Inc. is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by NuVox Communications, Inc., or by AT&T Florida on behalf of NuVox Communications, Inc., for updating billing accounts and End User records.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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.


¹ BellSouth Telecommunications, Inc. is now doing business in Florida as AT&T Florida.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

Windstream NuVox, Inc.

By: 

Printed: Cesar Caballero

Title: VP-Regulatory Strategy
(Print or Type)

Date: 6/7/2011

BellSouth Telecommunications, Inc. d/b/a AT&T
Florida by AT&T Services, Inc., its authorized agent

By: 

Printed: Patrick Doherty

Title: Director - Regulatory
(Print or Type)

Date: JUN 14 2011