

Richard T. HowellArea Manager-Regulatory Relations

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DOCKET NO. 20190115-TP FILED 5/14/2019 DOCUMENT NO. 04319-2019 FPSC - COMMISSION CLERK

May 14, 2018

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 Terra Nova Telecom, Inc. ("CLEC")

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 and CLEC. The underlying agreement was filed on February 25, 2011 in Docket Number 20110060-TP.

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

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archel 9. Howell

Attachment

Contract Id: 7293701

Signature Page/AT&T-21STATE Page 1 of 2 TERRA NOVA TELECOM, INC. Version: 4Q15 – 10/19/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND

TERRA NOVA TELECOM, INC.



Contract Id: 7293701

Signature Page/AT&T-21STATE Page 2 of 2 TERRA NOVA TELECOM, INC. Version: 4Q15 – 10/19/15

Signature: eSigned - Mike Ray

Name: eSigned - Mike Ray

(Print or Type)

Title: Operations Director

(Print or Type)

Date: 25 Apr 2019

Terra Nova Telecom, Inc.

Signature: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 25 Apr 2019

BellSouth Telecommunications, LLC d/b/a AT&T

FLORIDA by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN	
FLORIDA	661G	382G	

Description	ACNA Code(s)			
ACNA(s)	KYW			

AMENDMENT TO THE AGREEMENT BETWEEN TERRA NOVA TELECOM, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T") and Terra Nova Telecom, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 28, 2011 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Intercarrier Compensation

- 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 3. The Parties agree to replace the contact info in Section 24 from the Agreement with the following language:

NOTICE CONTACT	CLEC CONTACT	
NAME/TITLE	Mike Ray Operations Director	
STREET ADDRESS	11523 Palm Brush Trail, #401	
CITY, STATE, ZIP CODE	Lakewood Ranch, FL 34202	
PHONE NUMBER*	(813) 867-5000	
FACSIMILE NUMBER	N/A	
EMAIL ADDRESS	mike.ray@tntelecom.net	

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

^{*}Informational only and not to be considered as an official notice vehicle under this Section.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions

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Amendment – FCC ICC & Update Notice Contact Info/AT&T-21STATE Page 2 of 2 TERRA NOVA TELECOM, INC.

Version: 09/01/18

of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

- 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.
- 6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 9. For Florida: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Pricing Sheet Exhibit A

						Recurring Cha		Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as						
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk			MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	FI	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			0.00bk			MOU