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August 28, 2001

COMMISSION  
CLERK

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk &  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

011163-TP

RE: Notice of Adoption of Empire Telecom Services, Inc. (n/k/a LecStar Telecom, Inc.)  
and Sprint-Florida, Incorporated Interconnection, and Resale Agreement by ALLTEL  
Communications, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service  
Commission of the adoption by ALLTEL Communications, Inc. of the Interconnection and  
Resale Agreement for the State of Florida entered into by Empire Telecom Services, Inc.  
(n/k/a LecStar Telecom, Inc.) and between Sprint-Florida, Incorporated and approved  
by the Commission on December 20, 2000 in Order No. PSC-00-2461-FOF-TP.  
ALLTEL Communications, Inc. is adopting the agreement as provided by Section 252(i)  
of the Telecom Act of 1996.

Enclosed is the original signed and five (5) copies of the agreement between  
Sprint-Florida Incorporated and ALLTEL Communications, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do  
not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: ALLTEL Communications, Inc.  
Jeff Reynolds, VP Access & Interconnection  
1 Allied Drive  
Little Rock, Arkansas 72202-2099

Enclosure

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10726 AUG 28 01

FPSC-COMMISSION CLERK

# Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between ALLTEL Communications, Inc. ("CLEC") and Sprint-Florida, ("Sprint"), herein collectively, "the Parties", is entered into and effective this 20th day of July, 2001 for the State of Florida.

NOW THEREFORE, the Parties agree as follows:

The Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint and Empire Telecom Services, Inc., including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

## TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until June 15, 2002.

## CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001, relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC's decision modifies FCC rules 47 CFR §§51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.713 and 51.717. The FCC *Order on Remand and Report and Order* is/will be effective 30 days after publication in the Federal Register, except the 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The FCC *Order on Remand and Report and Order* affects certain provisions of this Agreement, including some of the rates contained in this Agreement.

Pursuant to paragraphs 2.2 and 2.3 of the adopted Agreement, either Party may require that the affected provisions of this Agreement be renegotiated in good faith and amended to reflect the *Order on Remand and Report and Order*, such changes to be effective as of the effective date of the *Order on Remand and Report and Order*.

**NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: Director - Account Management  
ALLTEL Communications, Inc.  
1 Allied Drive  
Little Rock, Arkansas 72202-2099

To Sprint: Director – Local Carrier Services  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

**PARTIES**

CLEC is hereby substituted in the Adopted Agreement for Empire Telecom Services, Inc. and Sprint shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

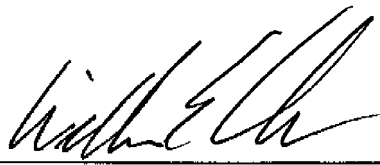
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.


"SPRINT"

"CLEC"

Sprint – Florida Inc.

ALLTEL Communications, Inc.

By: 

By: 

Name: William E. Cheek

Name: Jeff Reynolds

Title: VP-Sales & Account Mgmt

Title: VP Access and Interconnection

Date: 7/24/01

Date: July 18, 2001