



ORIGINAL

Susan S. Masterton
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September 27, 2001

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

011282-TP

COMMISSION
CLERK

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RECEIVED-FPSC

RE: Notice of Adoption of WinStar Wireless, Inc. and Sprint-Florida, Incorporated
Interconnection, Unbundling, and Resale Agreement by e.spire
Communications, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated (Sprint) hereby provides notice to the Florida Public Service Commission of the adoption by e.spire Communications, Inc. (e.spire) of the Interconnection, Unbundling, and Resale Agreement for the State of Florida entered into by WinStar Wireless Inc. (WinStar) and Sprint-Florida Incorporated and approved by the Commission on January 30, 2001 in Order No. PSC-01-0264-FOF-TP, Docket Number 001630-TP.

e.spire is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996. However, Sprint notes that the Federal Communications Commission (FCC) limited CLEC's 252(i) rights in its *Order on Remand and Report and Order*, CC Dockets No. 96-98 and 99-68, FCC 01-131 as to compensation for ISP-bound traffic. In that Order, the FCC stated "as of the date this Order is published in the Federal Register, Carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic." Therefore, e.spire and Sprint will need to negotiate and amend the terms and conditions of the agreement pertaining to the payment of reciprocal compensation for ISP-bound traffic. Sprint has discussed this issue with e.spire and e.spire understands that the parties will need to amend the agreement. The amendment will be effective the same date as e.spire's adoption of the WinStar agreement.

Enclosed is the signed original and five (5) copies of the agreement between Sprint and e.spire for your records.

APP
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RECEIVED & FILED

Mey
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

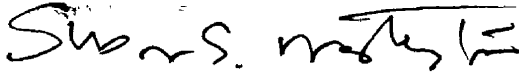
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FPSC-COMMISSION CLERK

September 27, 2001

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,

A handwritten signature in black ink, appearing to read "Susan S. Masterton". The signature is written in a cursive style with a horizontal line above the name.

Susan S. Masterton

cc: James C. Falvey
Senior Vice President-Regulatory Affairs
e.spire Communications, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, MD 20101

Enclosure

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), entered into this 25th day of September, 2001, is entered into by between e.spire Communications, Inc. ("e.spire") ("CLEC"), and Sprint -Florida, Incorporated. ("Sprint"), (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the WINSTAR WIRELESS, INC. Interconnection and Resale Agreement dated October 10, 2000 (the "Adopted Agreement").

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.

PARTIES:

CLEC is hereby substituted in the Adopted Agreement for WINSTAR WIRELESS, INC. and Sprint shall remain as the other Party to the Agreement.

TERM:

This Agreement shall have a termination date of October 10, 2002, which corresponds with the termination date of the Adopted Agreement.

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:

James C. Falvey
Senior Vice President - Regulatory Affairs
e.spire Communications, Inc.
Suite 100
131 National Business Parkway

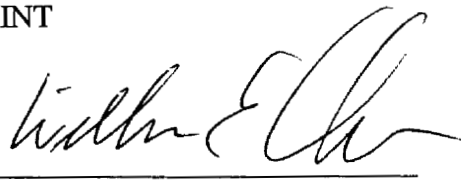
Annapolis Junction, MD 20701

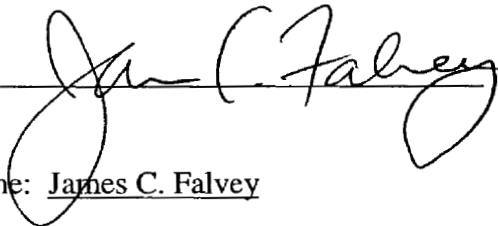
To Sprint: Director – Local Carrier Markets
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

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

SPRINT

e.spire Communications, Inc.

By: 

By: 

Name: William E. Cheek

Name: James C. Falvey

Title: VP-Sales & Account Mgmt

Title: Senior Vice President - Regulatory Affairs

Date: 9/25/01

Date: 9/25/01