# **Timolyn Henry**

ORIGINAL 060229-TP

From:

Whitt, Chrystal [LTD] [Chrystal.Whitt@sprint.com]

Sent:

Tuesday, March 14, 2006 4:13 PM

To:

Filings@psc.state.fl.us

Cc:

Schnitzer, Nancy R [LTD]

Subject:

Notice of Adoption of Agreement between Sprint-FL and Granite by Nexus

Attachments: Notice of Adoption by Nexus.pdf

Filed on behalf of:

NancySchnitzer

**Docket Manager** 

Law/External Affairs
Sprint
1313 Blairstone Rd.
Tallahassee, FL 32301
M/S FLTLHO0103
Voice (850)-599-1276
Fax (850)-878-0777
nancy.schnitzer@sprint.com

**Docket No. 040386** 

Title of filing: Notice of Adoption of Sprint and Granite Telecommunications, LLC Interconnection, Unbundling, Collocation, and Resale Agreement by Nexus Communications, Inc. d/b/a Nexus Communications TSI, Inc.

Filed on behalf of: Sprint

No. of pages: 3

Chrystal Whitt Legal Specialist Notary Public Law/External Affairs 1313 Blair Stone Rd. Tallahassee, FL 32301 M/S FLTLHO0201

DOCUMENT NUMBER - DATE

02213 MAR 148

(850) 599-1563 w (850) 878-0777 f





Nancy R. Schnitzer Docket Manager

March 14, 2006

Regulatory Affairs
FLTLH00201
1313 Blair Stone Road
Tallahassee, FL 32301
Voice 850 599 1276
Fax 850 878 0777
nancy.schnitzer@mail.sprint.com

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

Re: Notice of Adoption of Sprint and Granite Telecommunications, LLC Interconnection, Unbundling, Collocation, and Resale Agreement by Nexus Communications, Inc. d/b/a Nexus Communications TSI, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption of the Interconnection, Unbundling, Collocation, and Resale Agreement for the State of Florida entered into by Sprint and Granite Telecommunications, LLC which was filed with the Commission on April 30, 2004 in Docket No. 040386.

Nexus Communications, Inc. d/b/a Nexus Communications TSI, Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original of the agreement between Sprint-Florida, Incorporated and Nexus Communications, Inc. d/b/a Nexus Communications TSI, Inc. for your records.

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

Sincerely,

Nancy Schnitzer

cc: Steven Fenker

President

Nexus Communications, Inc. 3629 Cleveland Ave., Ste. C Columbus, OH 43224

Enclosure

DOCUMENT NUMBER-DATE

02213 MAR 148

### INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated December 9, 2005, is entered into by between Nexus Communications, Inc. d/b/a Nexus Communications TSI, Inc., a Florida corporation ("CLEC"), and Sprint – Florida, Incorporated, a Florida corporation ("Sprint") to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida. (Sprint and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

NOW THEREFORE, the Parties agree as follows:

### 1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Resale and Collocation Agreement between Sprint and Granite Telecommunications, LLC dated April 25, 2005 (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.

#### 2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

# 3. TERM:

This termination date of the Agreement is April 24, 2007, which corresponds with the expiration date of the Adopted Agreement.

## 4. 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:

Steven Fenker President

Nexus Communications, Inc. 3629 Cleveland Ave., STE C Columbus, OH 43224

To Sprint:

Director - Local Carrier Markets

Sprint

6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453 Overland Park, KS 66251

Copy to:

Field Service Manager 555 Lake Border Drive Apopka, FL 32703-5815

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

Nexus Communications, Inc.	Sprint - Florida, Incorporated
ву:	By: hwelle
Name: Steven Fenker	Name: William E. Cheek
Title: President	Title: President – Wholesale Markets
Date: 4/06	Date: 3/6/06