## ORIGINAL

060298-79

#### **Matilda Sanders**

From:

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

Sent:

Friday, March 31, 2006 9:05 AM

To:

Filings@psc.state.fl.us

Cc:

Schnitzer, Nancy R [LTD]

Subject:

050301-TP Notice of Adoption of Granite and Sprint by ACN

Attachments: Adoption of Granite and Sprint-FL by ACN.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. 050301-TP

Title of filing: Notice of Adoption of Granite Telecommunications, LLC and Sprint-Florida, Incorporated's Interconnection, Unbundling, Collocation and Resale Agreement by ACN Communication Services, Inc.

Filed on behalf of: Sprint

No. of pages: 4

**Chrystal Whitt** Legal Specialist **Notary Public** Law/External Affairs 1313 Blair Stone Rd. Tallahassee, FL 32301 M/S FLTLHO0201 (850) 599-1563 w (850) 878-0777 f

DOCUMENT NUMBER-DATE

02852 MAR31 8



Nancy R. Schnitzer Docket Manager



Regulatory Affairs

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

March 30, 2006

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

060298-78

RE:

Notice of Adoption of Granite Telecommunications, LLC and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement by ACN Communication Services. Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by ACN Communication Services, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Granite Telecommunications, LLC and Sprint-Florida, Incorporated which was filed with the Commission on May 2, 2005 in Docket No. 050301-TP.

ACN Communication Services, Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the agreement between Sprint-Florida, Incorporated and ACN Communication Services, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

CC:

Dave Stevanovski

ACN Communication Services, Inc.

32991 Hamilton Ct.

Farmington Hills, MI 48334

Enclosure

## MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Master Interconnection, Collocation and Resale Agreement ("Agreement"), dated March 1, 2006, is entered into by and between ACN Communication Services, Inc., a Michigan corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation, which are 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:

### 1. MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the Granite Telecommunications, LLC, Master Interconnection, Collocation and Resale Agreement 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, whereas 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 Agreement shall have a termination date of April 24, 2007, which corresponds with the termination date of the Adopted Agreement.

#### 4. TERMS AND CONDITIONS:

The Parties agree to replace the Reciprocal Compensation rates from the Table One price sheet from the Granite Telecommunications, LLC, Master Interconnection, Collocation and Resale Agreement with the following:

REGIPROCAL COMPENSATION	MRC	NRC
End Office - per MOU	Bill & Keep	N/A
Tandem Switching - per MOU	Bill & Keep	N/A
Shared Transport - per MOU	Bill & Keep	N/A
ISP-bound Traffic Termination	Bill & Keep	

#### 5. NOTICES:

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

To CLEC:

Dave Stevanovski

ACN Communication Services, Inc.

32991 Hamilton Ct.

Farmington Hills, MI 48334

To Sprint:

Director, Local Wholesale Markets- Interconnection Mgmt.

Sprint

9300 Metcalf

Overland Park, KS 66251-6111

KSOPKB-3764

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

ACN COMMUNICATION SERVICES	SPRINT
By: Dave Strunk	By: helisty . Closy
Name: DAVE STEVANOVSKI	Name: William E. Cheek
Title: PRESIDENT	Title: President – Wholesale Markets
Date: 3/8/06	Date: 3/15/06

# Copy + miles

### **DELEGATION OF AUTHORITY**

TO:	LTD Finance Service Center	Date	2/28/2006		
	Accounts Payable	Company	Sprint Corporation		
	Mailstop: KSOPKD0101				
	6860 West 115th St. Overland Park, KS 66211				
	Overland Fark, NO 00211				
In acc	cordance with Fiscal Policy, I hereby delegate:				
Melissa Closz		Director – Wholesale Operations			
	(Name)		(Title)		
	Overland Park, KS				
	(Location)				
to exercise my authority to the extent to which such authority can be delegated under the provisions of the Fiscal Policy.					
*	This delegation of authority applies only during my absence or absences, for the purpose of:  Routine business within fiscal authority				
*	This delegation of authority is restricted to the	approval of:			
for the period:					
*	Temporarily from March 13, 2006	to	March 17, 2006		
*	Permanently from	to			
Signature ((Person Delegated)					
Annre	oved by William E. Cheek				
, thbi.	(Name)				
Signa	ature MEM				
Title	President Wholesale Markets	<del></del>			
* Delete lines not applicable.					
**********					
CANCELLATION CLAUSE					
As of	this date, the delegated authority of		is canceled.		
01					
	(Signed)		(Title)		