

Matilda Sanders

06 0708-TP

From: Mcpike, Jessica L [LTD] [Jessica.L.Mcpike@embarq.com]
Sent: Thursday, November 02, 2006 11:05 AM
To: Filings@psc.state.fl.us
Cc: Schnitzer, Nancy R [LTD]
Subject: Notice of Adoption Embarq and Supra Telecommunication
Attachments: Supra Telecommunications.pdf

ORIGINAL

Filed on behalf of: Nancy Schnitzer, External Affairs EMBARQ

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Tallahassee, FL 32301**

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Docket No. 060543

Title of filing: Notice of Adoption by Supra Telecommunications and Embarq

Filed on behalf of: Embarq

No. of pages: 4

<<Supra Telecommunications.pdf>>

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11/2/2006

DOCUMENT NUMBER-DATE

10133 NOV-2 8

FPSC-COMMISSION CLERK



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EMBARQ™

Embarq Corporation
Mailstop: FTLH00201
1313 Blair Stone Road
Tallahassee, FL 32301
EMBARQ.com

November 2, 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

060708-TP

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between Florida Digital Network, Inc. d/b/a FDN Communications and Embarq Florida, Inc by Supra Telecommunications and Information Systems, Inc.

Dear Ms. Bayó:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Supra Telecommunications and Information Systems, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Florida Digital Network, Inc. dba FDN Communications and Embarq Florida, Inc., formerly known as Sprint-Florida, Incorporated, which was filed with the Commission in Docket No. 041464. Supra Telecommunications and Information Systems, Inc. is adopting the agreement as provided by Section 252(i) of the Telecommunications Act of 1996.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,


Nancy Schnitzer

cc: Ken Baritz
CEO
Supra c/o Cleartel Communications
2855 S. Congress Avenue
Delray Beach, FL 33445

Enclosures

Nancy R. Schnitzer
REGULATORY AFFAIRS
LAW & EXTERNAL AFFAIRS
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DOCUMENT NUMBER - DATE

10133 NOV-2 8

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**MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

Supra Telecommunications and Information Systems, Inc.

and

Embarq Florida, Inc. (formerly known as Sprint - Florida, Incorporated)

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated October 14, 2006, is entered into by between Supra Telecommunications and Information Systems, Inc., a Florida CLEC ("CLEC"), and Embarq Florida, Inc. ("Embarq") (formerly known as Sprint - Florida, Incorporated ("Sprint")), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida. (Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection, Collocation and Resale Agreement for the State of Florida entered into by and between Sprint and Florida Digital Network, Inc., d/b/a FDN Communications, dated March 11, 2006 ("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 Florida Digital Network, Inc., d/b/a FDN Communications. Embarq (formerly 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 March 10, 2008, which corresponds with the expiration date of the Adopted Agreement.

4. AMENDMENTS:

The following paragraphs of the Adopted Agreement are amended as follows:

- 7.2.1. If an undisputed invoice is not paid within forty-five (45) Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders. Embarq will give CLEC 15 days advance notice prior to suspension of processing new orders and cancellation of pending orders, during which time CLEC will have opportunity to cure.
- 7.2.2. If the account remains undisputed and delinquent sixty (60) Days after the bill date, Embarq will terminate all services under this Agreement. Embarq will give CLEC 15 days advance notice prior to termination of services under this Agreement, during which time CLEC will have opportunity to cure.

5. 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:** Ken Baritz
CEO
Supra c/o Cleartel Communications
2855 S. Congress Avenue
Delray Beach, FL 33445
- Copy to:** Contract Administration
Supra c/o Cleartel Communications
12187 High Tech Avenue
Suite 100
Orlando, FL 32817
- To Embarq:** Director, Interconnection Management
Embarq
9300 Metcalf
KSOPKB0402-413
Overland Park, KS 66212
- Copy to:** Senior Attorney
Embarq External Affairs
1313 Blairstone Rd.
Tallahassee, FL 32301-3021

6. MISCELLANEOUS

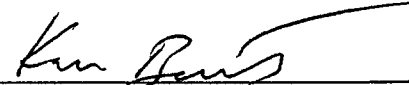
- 6.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.
- 6.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

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

“Embarq”

By: 
Name : William E. Cheek
Title: President – Wholesale Markets
Date: 10/23/06

“CLEC”

By: 
Name: Ken Baritz
Title: CEO
Date: 10/14/06