

Law Offices

HOLLAND & KNIGHT LLP

2099 Pennsylvania Avenue, N.W.
Suite 100
Washington, D.C. 20006-6801

202-955-3000
FAX 202-955-5564
www.hklaw.com

Annapolis	New York
Atlanta	Northern Virginia
Bethesda	Orlando
Boston	Portland
Bradenton	Providence
Chicago	St. Petersburg
Fort Lauderdale	San Antonio
Jacksonville	San Francisco
Lakeland	Seattle
Los Angeles	Tallahassee
Melbourne	Tampa
Miami	West Palm Beach
International Offices:	
Caracas*	São Paulo
Mexico City	Tel Aviv*
Rio de Janeiro	Tokyo
*Representative Office	

ORIGINAL

January 4, 2002

DAVID A. O'CONNOR
202-828-1889

Internet Address:
doconnor@hklaw.com

VIA CERTIFIED MAIL

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

020034-TP

Re: Notice of Adoption of ALEC, Inc. and Sprint-Florida
Interconnection and Resale Agreement by Novus
Communications Inc.

Dear Ms. Bayó:

Novus Communications Inc. ("Novus") is an authorized Alternative Local Exchange Carrier in the State of Florida. See Commission Order No. PSC-01-1008-PAA-TX. On behalf of Novus, we hereby provide notice to the Commission of the adoption by Novus of the Master Interconnection and Resale Agreement between ALEC, Inc. and Sprint-Florida, Incorporated dated June 1, 2001. Novus is adopting the agreement as provided by Section 252(i) of the federal Communications Act of 1934, as amended, 47 U.S.C. § 252(i). Enclosed is the original signed and five (5) copies of the agreement between Novus and Sprint-Florida for your records.

Should you wish to discuss this matter, please contact the undersigned.

Respectfully submitted,

David A. O'Connor
Counsel for Novus Communications Inc.

Enclosure

cc: Mr. Dennis Bassetti
4409 Sun 'n Lake Blvd., Suite F
Sebring, FL 33872

DOCUMENT NUMBER-DATE

00235 JAN-8 8

FPSC-COMMISSION CLERK

02 JAN - 8 AM 10:35
DISTRIBUTION CENTER

COPY

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), entered into this 20th day of December, 2001, is entered into by between Novus Communications ("CLEC"), and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation (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 ALEC, Inc., Master Interconnection and Resale Agreement dated June 1, 2001.

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 ALEC, Inc., and Sprint shall remain as the other Party to the Agreement.

TERM:

This Agreement shall have a termination date of May 31, 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: Dennis Bassetti, President
Novus Communications, Inc.
4409 Sun 'n Lake Boulevard
Suite F
Sebring, Florida 33872

Copy to: Eric Fishman, Esq.
Holland & Knight LLP
2099 Pennsylvania Avenue, NW
Washington, DC 20006

DOCUMENT NUMBER-DATE

00235 JAN-8 8

FPSC-COMMISSION CLERK

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

AMENDMENTS:

The following shall replace or substitute for the corresponding section(s) in the Adopted Agreement. Except as modified herein, the Agreement shall, in all other respects, reflect the same terms and conditions as the Adopted Agreement.

- 1.49 “Local Traffic,” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.87 “Information Access Traffic” for the purposes of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.
- 2.3.1 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.
- 2.3.1.2 Pursuant to paragraphs 2.2 and 2.3 of this 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*.

Attachment I, section 3 - Interconnection and Reciprocal Compensation

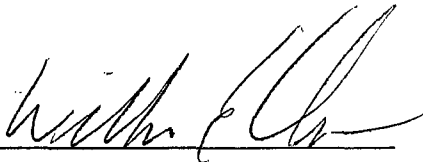
3.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Part and shall be applied consistent with the provisions of Attachment IV of this Agreement. Under this agreement, Sprint is only required to compensate CLEC for terminating Local Traffic.

3.1.1 Information Access Traffic will be exchanged on a "Bill and Keep" basis. Under Bill and Keep, each Party retains the revenues it receives from end user customer, and neither Party pays the other Party for terminating the Information Access Traffic.

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

SPRINT

CLEC

By: 

By: 

Name: William E. Cheek

Name: Dennis Bassetti

Title: VP-Sales & Account Mgmt

Title: President

Date: 12/20/01

Date: 12/20/01