

**ORIGINAL**

**Matilda Sanders**

**From:** Donovan, Chrystal D [LTD] [Chrystal.Donovan@embarq.com]  
**Sent:** Thursday, June 29, 2006 8:32 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** Schnitzer, Nancy R [LTD]  
**Subject:** Notice of Adoption of TCG and Embarq by Volo  
**Attachments:** Adoption of TCG and Embarq by Volo.pdf

06 0484 - TP

**Filed on behalf of:**

**Nancy Schnitzer**

**External Affairs  
EMBARQ**

**1313 Blirstone Rd.  
Tallahassee, FL 32301  
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**Docket No. 060351**

**Title of filing: Adoption of TCG South Florida and Embarq Florida, Inc. by Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Inc.**

**Filed on behalf of: Embarq**

**No. of pages: 3**

**Chrystal Donovan  
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05813 JUN 29 06

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ORIGINAL



**EMBARQ™**

Embarq Corporation  
Mailstop: FLTLH00201  
1313 Blair Stone Road  
Tallahassee, FL 32301  
EMBARQ.com

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June 28, 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

060484-TP

RE: Notice of Adoption of TCG South Florida and Embarq Florida, Inc. Interconnection,  
Unbundling, Collocation and Resale Agreement by Volo Communications of Florida,  
Inc. d/b/a Volo Communications Group of Florida, Inc.

Dear Ms. Bayó:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by TCG South Florida and Embarq Florida, Inc. (formerly known as Sprint-Florida, Incorporated) which was filed with the Commission on April 19, 2006 in Docket No. 060351.

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

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: Ken Duarte  
Director of Carrier Relations & Regulatory Affairs  
Volo Communications, Inc.  
151 S. Wymore Rd, Suite 3000  
Alt. Springs, FL 32714

Enclosure

Nancy R. Schnitzer  
REGULATORY AFFAIRS  
LAW & EXTERNAL AFFAIRS  
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## INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated May 18, 2006, is entered into by between Volo Communications of Florida, Inc. d/b/a Volo Communications Group of Florida, Incorporated, a Delaware corporation ("VOLO-FL"), and Embarq Florida Inc. formerly known as Sprint-Florida, Incorporated, a Florida corporation ("Embarq") 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 VOLO-FL 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 Embarq and TCG South Florida dated March 3, 2006 (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:

VOLO-FL is hereby substituted in the Adopted Agreement for TCG South Florida and Embarq 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 2, 2008, 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 VOLO-FL:                    Director – Legal  
   Volo Communications of Florida, Inc. d/b/a Volo  
   Communications Group of Florida, Inc.  
   151 S. Wymore Rd, Suite 3000  
   Altamonte Springs, FL 32714

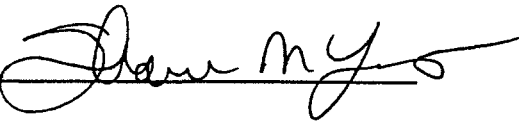
To Embarq: Director – Local Carrier Markets  
Sprint  
9300 Metcalf  
Overland Park, KS 66212  
Mailstop: KSOPKB0401

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.

Volo Communications of Florida, Inc. d/b/a  
Volo Communications Group of Florida, Inc.

EMBARQ

By: 

By: 

Name: Shawn M. Lewis

Name: William E. Cheek

Title: President

Title: President – Wholesale Markets

Date: 05/18/2006

Date: 6/9/06