

Ruth Nettles

From: Cooper, Roberta G [EQ] [Roberta.G.Cooper@Embarq.com]
Sent: Tuesday, June 03, 2008 2:33 PM
To: Filings@psc.state.fl.us
Cc: Susan Masterton; jgailey@kgpartners.net
Subject: Notice of Adoption of Interconnection Agreement by The Ultimate Connection, LC d/b/a Daystar Communications
Attachments: Adoption of Interconnection by Daystar Communications.pdf

080299

Filed on Behalf of: Susan S. Masterton
Senior Counsel
Embarq Florida, Inc.
1313 Blair Stone Road
Tallahassee, FL 32301
Telephone: 850/599-1560
Email: susan.masterton@embarq.com

Docket No. N/A

Title of filing: Notice of Adoption of Interconnection Agreement by The Ultimate Connection, LC d/b/a Daystar Communications

Filed on behalf of: Embarq

No of pages: 4

Description: Notice of Adoption of Interconnection Agreement by The Ultimate Connection, LC d/b/a Daystar Communications

Roberta G. Cooper
Legal Specialist
Law & External Affairs-State External Affairs
EMBARQ Corporation
Voice: 850-599-1563 | Fax: 850-878-0777 |
Email: Roberta.G.Cooper@EMBARQ.com
Voice | Data | Internet | Wireless | Entertainment

This email is the property of EMBARQ Corporation and/or its relevant affiliates and may contain confidential and privileged material for the sole use of the intended recipient (s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender and delete all copies of the message.

Voice | Data | Internet | Wireless | Entertainment



EMBARQ™

Embarq
Mailstop: FTLH00102
1313 Blair Stone Rd
Tallahassee, FL 32301
embarq.com

June 3, 2008

FILED ELECTRONICALLY

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications and Embarq Florida, Inc. by The Ultimate Connection, L.C. d/b/a Daystar Communications

Dear Ms. Cole:

Embarq Florida, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by The Ultimate Connection, L.C. d/b/a Daystar Communications of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by NuVox Communications and Embarq Florida, Inc., which was filed with the Commission in Docket No. 070239. The Ultimate Connection, L.C. d/b/a Daystar Communications 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 850-599-1560.

Sincerely,

Susan S. Masterton

cc: The Ultimate Connection, L.C. d/b/a Daystar Communications
Attn: Joyce Gailey
18215 Paulson Drive
Port Charlotte, FL 33954-1019
jgailey@kgpartners.net

Enclosure

Susan S. Masterton
SENIOR COUNSEL
Voice: (850) 599-1560
Fax: (850) 878-0777
susan.masterton@embarq.com

DOCUMENT NUMBER-DATE

04723 JUN-3 8

FPSC-COMMISSION CLERK



INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated May 10, 2008, is entered into by between The Ultimate Connection, L.C. d/b/a DayStar Communications, a Florida corporation ("CLEC"), and Embarq Florida, Inc., 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 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, Collocation and Resale Agreement between NuVox Communications and Embarq Florida, Inc. dated March 20, 2007 (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 NuVox Communications 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 19, 2010, 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:

If to CLEC: Brian Schaffer, President
DayStar Communications
18215 Paulson Dr.
Port Charlotte, FL 33954
b.schaffer @daystar.net
941-206-7806

If to Embarq: Director – Contract Management
Embarq
9300 Metcalf
Overland Park, KS 66212
Mailstop: KSOPKB0401-413

With a copy to: Dennis Osborn
DayStar Communications
18215 Paulson Dr.
Port Charlotte, FL 33954
d.osborn@daystar.net
941-206-7816

With a copy to:

and

Joyce Gailey
KG Partners, Inc.
1524 Brightwaters Blvd., NE
St. Petersburg, FL 33704

5. 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.

- 57.2 The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic and ISP Bound Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions.
- 57.2.1 Bill and Keep is only applicable if terminating Local Traffic between the Parties is balanced within 10 percent. As clarification, traffic is in balanced within 10 percent when neither Party originates more than 55% of the traffic exchanged between the Parties.
- 57.2.2 Bill and Keep applies to Local Traffic between a CLEC end office and a Sprint tandem and is limited to 672 DSO trunks (one-way from CLEC to Sprint).
- 57.2.3 Traffic Studies may be conducted semi-annually to measure the amount of Local Traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.
- 57.2.4 Either Party may cancel the Bill and Keep compensation arrangement for Local Traffic when traffic volumes require the installation of more than 672 one-way trunks or when the usage is out of balance by more than 10% for 3 consecutive months. Formal notification of the cancellation must be provided in writing 90 days prior to the Effective Date. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.

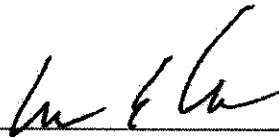
		RECIPROCAL COMPENSATION	MRC	NRC
		Local Traffic	Bill & Keep	N/A
		ISP Bound Traffic	Bill & Keep	N/A

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

CLEC

By: 
Name: Brian Schaffer
Title: President - DayStar Communications
Date: 5/7/08

Embarq

By: 
Name: William E. Cheek
Title: President - Wholesale Markets
Date: 5/14/08