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ORIGINAL

March 26, 2002

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

020267-TP

RE: Notice of Adoption of Time Warner Telecom of Florida, L.P. and Sprint-Florida,  
Incorporated Interconnection and Resale Agreement by The Ultimate Connection, L.C.  
d/b/a DayStar Communications

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by The Ultimate Connection, L.C. d/b/a DayStar Communications (formerly d/b/a TAPCO) of the Interconnection and Resale Agreement for the State of Florida entered into by Time Warner Telecom of Florida, L.P. and Sprint-Florida, Incorporated and approved by the Commission on June 5, 2001 in Order No. PSC-01-1255-FOF-TP. The Ultimate Connection, L.C. d/b/a DayStar Communications is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and five (5) copies of the agreement between Sprint-Florida Incorporated and The Ultimate Connection, L.C. d/b/a DayStar Communications for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: The Ultimate Connection, L.C. d/b/a DayStar Communications  
Mr. Derek Dunn-Rankin  
18215 Paulson Drive  
Port Charlotte, FL 33954-1019

Enclosure

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## **Master Interconnection and Resale Agreement**

This Master Interconnection and Resale Agreement ("Agreement") between The Ultimate Connection, L.C. d/b/a DayStar Communications (formerly d/b/a TAPCO) (herein "CLEC") and Sprint-Florida, Incorporated ("Sprint") (herein collectively "the Parties") is entered into and effective this 20<sup>th</sup> day of February 2002 for the State of Florida.

NOW THEREFORE, the parties agree as follows:

The Parties agree that this new Agreement shall supercede and replace in full any and all prior agreements, written and oral, between CLEC and Sprint.

The Parties agree that the replacement Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Florida entered into by and between Time Warner Telecom of Florida, L.P. and Sprint – Florida, Incorporated, dated January 15, 2001. That Agreement shall herein be referred to as the "Adopted Agreement". The Parties further agree the Adopted Agreement is hereby amended as follows:

### **TERM:**

This agreement shall be in force for the period commencing with the date set forth above and continuing until the 14<sup>th</sup> day of January 2003.

### **DEFINITIONS:**

Part A - Definitions of the Adopted Agreement will be amended to add the following:

1.110. "Information Access Traffic" means all traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.

Paragraph 1.62 will be replaced with the following:

1.62. "Local Traffic," for the purposes of this Agreement, means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area or mandatory Extended Area Service (EAS) area, as defined by the Commission, or if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include Information Access

Traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Information Access Traffic.

#### **TERMS AND CONDITIONS:**

The paragraphs 34.1, 34.1.1, 34.1.2, 34.1.3, 34.1.4 and 34.1.5 in section 34 "Interconnection and Reciprocal Compensation" of the Time-Warner Interconnection Agreement are hereby deleted and replaced as follows:

34.1 Under this Amendment, Local Traffic and Information Access Traffic will be exchanged on a Bill and Keep basis.

34.1.1 The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic and Information Access Traffic on the network of one Party which originates on the network of the other Party.

34.1.2 The Bill and Keep arrangement is subject to the following conditions:

34.1.2.1 Bill and Keep applies to Local Traffic and Information Access Traffic between CLEC and Sprint for Tandem Switching, Local Switching, and Common Transport (collectively Traffic Termination) rate elements.

34.1.2.2 Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party, in which case applicable transit charges will apply. Sprint will not assume transport and termination liabilities for transit traffic originated by CLEC.

34.1.2.3 Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by Sprint, transiting CLEC's network, and terminated by a third party, in which case applicable transit charges will apply. CLEC will not assume transport and termination liabilities for transit traffic originated by Sprint.

Sections 34.2, 34.2.1, 34.2.2, 34.2.3, 52.2, 52.2.1, 52.2.2, and 52.2.3 of the Time-Warner Agreement are hereby deleted.

The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights to pursue its positions on issues related to compensation for Information Access traffic and

traffic exchanged under 47 U.S.C. § 251(b)(5), and expressly reserves all of its rights to challenge the ISP Compensation Order.

**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 The Ultimate Connection, L.C. d/b/a DayStar Communications:

Mr. Derek Dunn-Rankin  
The Ultimate Connection, L.C. d/b/a DayStar Communications  
18215 Paulson Drive  
Port Charlotte, FL 33954-1019

Copy to:  
Joyce Gailey  
The KDW Group  
1416 North Shore Drive, N.E.  
St. Petersburg, FL 33704

Copy to:  
Enrico C. Soriano  
Kelley Drye & Warren LLP  
1200 19<sup>th</sup> Street, N.W.  
Fifth Floor  
Washington, D.C. 20036

To Sprint:

Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM010-3A-453  
Overland Park, KS 66251

**PARTIES:**

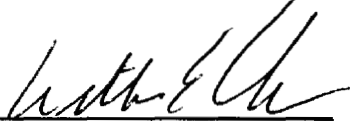
The Ultimate Connection, L.C. d/b/a DayStar Communications is hereby substituted in

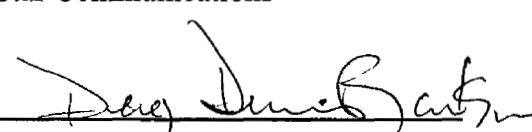
the Adopted Agreement for Time Warner Telecom of Florida, L.P. Sprint-Florida, Incorporated shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

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

Sprint-Florida, Incorporated

The Ultimate Connection, L.C. d/b/a  
DayStar Communications

By: 

By: 

Name: William E. Cheek

Name: Derek Dunn-Rankin

Title: President – Wholesale Markets

Title: President / CEO

Date: 3/2/02

Date: 2-20-02