



Nancy Schnitzer  
Docket Manager

ORIGINAL

030545-TP  
Southern Operations  
Box 2214  
Tallahassee, FL 32316  
Voice 850 599 1276  
Fax 850 878 0777

June 18, 2003

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

RECEIVED FPSC  
JUN 18 PM 2:14  
COMMISSION  
CLERK

RE: Notice of Adoption of Level 3 Communications, LLC and Sprint-Florida, Incorporated  
Interconnection, Unbundling, Collocation and Resale Agreement and Amendments by  
DSLnet Communications, LLC

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by DSLnet Communications, LLC of the Interconnection, Unbundling, Collocation and Resale Agreement and Amendments for the State of Florida entered into by Level 3 Communications, LLC and Sprint-Florida, Incorporated which was filed with the Commission on July 8, 2002 in Docket No. 020878-TP.

DSLnet Communications, LLC is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and two (2) copies of the agreement between Sprint-Florida, Incorporated and DSLnet Communications, LLC 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,

Nancy Schnitzer

RECEIVED & FILED  
in  
FPSC-BUREAU OF RECORDS

cc: Wendy Bluemling, Assistant VP-Regulatory  
DSLnet Communications, LLC  
545 Long Warf Drive, 5<sup>th</sup> Floor  
New Haven, CT 06511

Enclosure

DOCUMENT NUMBER-DATE

05414 JUN 18 3

FPSC-COMMISSION CLERK

**MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT**  
**BETWEEN**  
**SPRINT**  
**AND**  
**DSLnet Communications, LLC**

This Master Network Interconnection and Resale Agreement ("Agreement") between DSLnet Communications, LLC ("CLEC") and Sprint – Florida, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this *15th* day of *March, 2003* 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 Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint and Level 3 Communications, LLC, dated July 8, 2002, including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

**1. TERM**

- 1.1. This Agreement shall be in force for the period commencing with the date set forth above and continuing until the 7<sup>th</sup> of July, 2004 (**End Date**) unless earlier terminated in accordance with this Section 4 of the Adopted Agreement, provided however that if CLEC has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This Agreement shall become binding upon execution by the Parties.

**2. CONDITIONS**

Paragraph 3.4 of Part B is hereby deleted and replaced with the following:

- 3.4 On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting

shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be renegotiated in good faith to reflect such Amended Rules. Should the Parties be unable to reach agreement with respect to the appropriate modifications to this Agreement within thirty (30) days, either party may invoke the Dispute Resolution provisions of this Agreement.

### **3. GENERAL**

- 3.1. 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 the Adopted Agreement and this Agreement, this Agreement will control.

### **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 CLEC: Wendy Bluemling  
DSLnet Communications  
Assistant VP -- Regulatory  
545 Long Warf Drive, 5<sup>th</sup> Floor  
New Haven, CT 06511

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

### **5. PARTIES**

CLEC is hereby substituted in the Adopted Agreement for Level 3 Communications, LLC and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified above, this Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Agreement to be executed by its duly authorized representatives.

**"Sprint"**

By: 

Name  
(typed): William E. Cheek

Title: President Wholesale Markets

Date: 3/20/03

**"CLEC"** DSLnet Communications, LLC

By: 

Name: Wendy Bluemling

Title: AVP – Regulatory Affairs

Date: March 14, 2003