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ORIGINAL

January 19, 2001

RECEIVED

AIRBORNE EXPRESS

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

DOCUMENT  
FOLDER

JAN 19 2001  
A PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Joint Application for Approval of Amendment No. One to the Master Interconnection and Resale Agreement between The United Telephone Company of Pennsylvania *d/b/a* Sprint and DSLnet Communications, LLC, Docket No. A-310824F0002

Dear Secretary McNulty:

Enclosed for filing are an original and three copies of the Joint Application for Approval of Amendment No. One to the Master Interconnection and Resale Agreement between The United Telephone Company of Pennsylvania *d/b/a* Sprint and DSLnet Communications, LLC.

Please time-stamp the extra copy of this cover letter with the date of January 19, 2001, as evidenced by the attached overnight mail receipt, and return it to me in the enclosed, self-addressed, stamped envelope.

If you have any questions, please call me.

Sincerely,

Sue Benedek

SB/pn

Enclosures

cc: Wendy Blueming

**ORIGINAL**  
**BEFORE THE**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RECEIVED

JAN 19 2001

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

JOINT APPLICATION OF THE UNITED :  
TELEPHONE COMPANY OF :  
PENNSYLVANIA d/b/a SPRINT and :  
DSLnet COMMUNICATIONS, LLC :  
FOR APPROVAL OF AMENDMENT :  
NO. ONE TO THE MASTER :  
INTERCONNECTION AND RESALE :  
AGREEMENT UNDER SECTION :  
252(a)(1) AND (e) OF THE :  
TELECOMMUNICATIONS ACT OF 1996:

**DOCUMENT  
FOLDER**

DOCKET NO. A-310824F0002

**DOCKETED**

JAN 25 2001

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**JOINT APPLICATION FOR APPROVAL OF AMENDMENT NO. ONE  
TO THE MASTER INTERCONNECTION AND RESALE AGREEMENT**

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The United Telephone Company of Pennsylvania d/b/a Sprint ("Sprint") and DSLnet, Inc. d/b/a DSLnet Communications, LLC ("DSLnet"), respectfully submit the attached Amendment No. One to the Master Network Interconnection and Resale Agreement dated November 1, 1999 (hereinafter "Amendment No. One"). Sprint and DSLnet seek approval of Amendment No. One by the Pennsylvania Public Utility Commission ("Commission") per Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act") and the Commission's Order entered June 3, 1996, *In re: Implementation of the Telecommunications Act of 1996*, PA PUC Docket No. M-00960799.

Recent court decisions were issued after Sprint and DSLnet executed their original Master Interconnection and Resale Agreement. Those court decisions addressed, among other matters, the costing/pricing rules related to Unbundled Network Elements, Sprint and DSLnet have executed Amendment No. One. (See, e.g., Amendment No. One, Sections 2.1, 2.2, as attached.) As a

result of Amendment No. One. DSLnet's opportunities to provide local telecommunications service to customers in the Commonwealth of Pennsylvania are enhanced. Thus, Amendment No. One furthers local competition in Pennsylvania as envisioned by Chapter 30 of the Public Utility Code and by the 1996 Act. Sprint and DSLnet respectfully request that the Commission approve Amendment No. One. In support of this request, Sprint and DSLnet state as follows:

1. Sprint is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.

2. Sprint and DSLnet have negotiated Amendment No. One pursuant to Sections 251(c) and 252(a) of the 1996 Act. The original Master Interconnection and Resale Agreement was approved by the Commission by Opinion and Order entered June 5, 2000 at the above-captioned docket.

3. Amendment No. One sets forth additional terms, conditions and prices of interconnection and for resale of telecommunications services by Sprint to DSLnet. Amendment No. One is attached hereto and incorporated herein.

4. Amendment No. One satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State Commission may only reject . . . an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the

agreement;  
or

- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

5. Amendment No. One does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). The additional interconnection and resale arrangements contained in Amendment No. One are available to any other requesting telecommunications carrier to the extent permitted under Section 252(i). Nonetheless, other carriers are not bound by such terms and remain free to negotiate independently with Sprint pursuant to Section 252 of the 1996 Act.

6. Amendment No. One is consistent with the public interest, convenience, and necessity, as required under Section 252(e)(2)(A)(ii). It will permit DSLnet to provide local telecommunications service to customers in the Commonwealth of Pennsylvania. In addition, the interconnection and resale arrangements contained in Amendment No. One are available to any other requesting telecommunications carrier to the extent permitted under Section 252(i).

WHEREFORE, Sprint and DSLnet respectfully request that the Commission approve the attached Amendment No. One pursuant to Section 252(a)(1) and (e) of the 1996 Act.

Respectfully submitted,

THE UNITED TELEPHONE COMPANY  
OF PENNSYLVANIA d/b/a SPRINT:

By: \_\_\_\_\_  
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Phone: 717/245-6346  
Fax: 717/245-6213  
e-mail: sue.e.benedek@mail.sprint.com

Attorney for Sprint

Dated: January 19, 2001

AMENDMENT NO. ONE TO THE  
MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT

RECEIVED

BETWEEN

SPRINT

AND

DSLnet Communications, LLC

A-310824FOOD 2  
**DOCKETED**  
JAN 25 2001

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

This Amendment No. One to the Master Network Interconnection and Resale Agreement dated November 1, 1999 ("Agreement") is entered into and effective this 15th day of December, 2000 ("Effective Date") is between DSLnet Communications, LLC ("CLEC"), and United Telephone Company of Pennsylvania ("Sprint"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. **BACKGROUND**

- 1.1. Sprint and CLEC entered into the Agreement on November 1, 1999.
- 1.2. Previous amendments to the Agreement are as follows:  
None
- 1.3. Sprint and CLEC Agree to modify the Agreement as set forth in this Amendment No. One.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

2. **CONDITIONS**

- 2.1. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in *Iowa Utilities Board v. FCC, Case No. 96-3321* relating to, among other things, the costing/pricing rules and the combining UNE rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) (the "Eighth Circuit Decision"). The Eighth Circuit Decision specifically vacated FCC rules 47 CFR §§51.505(b)(1) and 51.609. The Eighth Circuit Decision is/will be effective upon issuance of a Mandate. The Eighth Circuit Decision affects certain provisions of the Agreement,

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including many of the rates and/or the wholesale discount(s) contained in the Agreement.

- 2.2. Pursuant to paragraphs 2.2 and 2.3 of the Agreement, either Party may require that the affected provisions of the Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, such changes to be effective as of the effective date of the Eighth Circuit Decision. The rates and terms currently in the Agreement that are affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

### 3. DEFINITIONS

- 3.1. Part A - Definitions of the Agreement will be amended to include the following:
- 3.1.1. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 3.1.2. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 3.1.3. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:
- 3.1.3.1.1. Composition of the loop material, i.e. fiber optics, copper;
  - 3.1.3.1.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
    - 3.1.3.1.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
    - 3.1.3.1.2.2. Feeder/distribution interfaces;

3.1.3.1.2.3. Bridge taps;

3.1.3.1.2.4. Load coils;

3.1.3.1.2.5. Pair gain devices; or

3.1.3.1.2.6. Disturbers in the same or adjacent binders.

3.1.3.1.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

3.1.3.1.4. Wire gauge or gauges; and

3.1.3.1.5. Electrical parameters.

3.1.4. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

3.1.5. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

#### **4. NETWORK ELEMENTS**

4.1. Attachment III - Network Elements of the Agreement is hereby deleted. Attachment III - Network Elements of the Agreement is hereby replaced with Exhibit A, attached hereto and incorporated by reference herein:

#### **5. RATES**

5.1. Table 1 of Attachment 1 of the Agreement is hereby amended to include the following rates, attached hereto as Exhibit B and incorporated by reference herein.

6. GENERAL

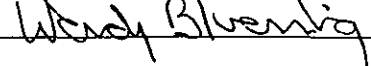
- 6.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 6.2. This Amendment No. One executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. One to be executed by its duly authorized representatives.

“Sprint” United Telephone Company of Pennsylvania

“CLEC” DSLnet Communications, LLC

By: 

By: 

Name (typed): William E. Cheek

Name: Wendy Bluemling

Title: Vice President- Sales and Account Management

Title: APP - Regulatory

Date: 12/14/00

Date: 12/07/00

**EXHIBIT A**  
**ATTACHMENT III**  
**Network Elements**

**1. GENERAL**

1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I of the Agreement and Exhibit B of Amendment One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part A, Paragraph 2.2 of the Agreement.

**2. UNBUNDLED NETWORK ELEMENTS**

2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. UNEs include:

2.1.1. Network Interface Device ("NID")

2.1.2. Local Loop

2.1.3. Sub Loop

2.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)

2.1.4.1. Local Switching

2.1.4.2. Tandem Switching

2.1.5. Interoffice Transport Facilities

- 2.1.5.1. Common
- 2.1.5.2. Dedicated
- 2.1.5.3. Dark Fiber
- 2.1.6. Signaling Networks & Call Related Databases
- 2.1.7. Operations Support Systems
- 2.1.8. Operator Services & Directory Assistance
- 2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.
- 2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

**3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING**

- 3.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.
- 3.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.
- 3.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 3.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party

will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.

- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the *Dispute Resolution procedures in Section 21 of the Agreement*.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Section 21 of the Agreement.

#### **4. NETWORK INTERFACE DEVICE**

- 4.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 4.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled

loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in Article 3 herein.

- 4.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Attachment I of the Agreement or Exhibit B of Amendment One will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

## **5. LOOP**

- 5.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 12 of this Amendment. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.
- 5.2. Conditioned Loops. Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Exhibit B of Amendment One. Conditioning charges apply to all loops irrespective of the length of the loop.
- 5.3. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

- 5.3.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
  - 5.3.2. Cooperative Testing will be provided by Sprint at CLEC's expense. Cooperative Testing shall be scheduled such that both parties are aware of the testing date and time to ensure attendance. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.
  - 5.3.3. Sprint will charge CLEC at the rates set out on Attachment 1 of the Agreement or Exhibit B of Amendment One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.
- 5.4. Voice Grade Loop Capabilities
- 5.4.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises. CLEC shall not install equipment on analog loops that exceeds the specified bandwidth.
  - 5.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
  - 5.4.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5. Non-Voice Grade Loops
- 5.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires CLEC to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If CLEC requires a change in the SMC of a particular loop, CLEC shall

notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.

- 5.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 of the Agreement.
- 5.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to CLEC at CLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
- 5.5.4. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 5.5.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 5.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
  - 5.5.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393  
Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - 5.5.7.2. For HDSL installations: Telcordia TA-NWT-001210  
Generic Requirements for High-Bit-Rate Digital Subscriber

Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

5.5.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

5.5.7.4. As an alternative to 5.5.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

## 5.6. Non-Standard Non-Voice Grade Loops

5.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 5.5 are applicable.

## 5.7. Adherence to National Industry Standards

5.7.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

5.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

5.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

5.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

5.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of

acceptability under this paragraph 5.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

- 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded service shall not prevail against the newly deployed technology.
- 5.7.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 5.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.

5.8. Information to be Provided for Deployment of Advanced Services.

- 5.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:
  - 5.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
  - 5.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

- 5.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 5.8.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
  - 5.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the TIE1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
  - 5.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
  - 5.8.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 5.8.3. *In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.*

## 6. SUBLOOPS

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.
- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC

covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 3 of this Amendment. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

- 6.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

## **7. LOCAL SWITCHING**

- 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Article for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 7.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 7.3. Technical Requirements
  - 7.3.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.

- 7.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
- 7.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 7.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 7.4. Interface Requirements. Sprint shall provide the following interfaces:
  - 7.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 7.4.2. Coin phone signaling;
  - 7.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
  - 7.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
  - 7.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
  - 7.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).
- 7.5. Sprint shall provide access to interfaces, including but not limited to:
  - 7.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
  - 7.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 7.5.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

## 8. TANDEM SWITCHING

- 8.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 8.2. Technical Requirements
  - 8.2.1. The requirement for Tandem Switching include, but are not limited to, the following:
    - 8.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
    - 8.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
    - 8.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.
  - 8.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
  - 8.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
  - 8.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).
  - 8.2.5. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.
  - 8.2.6. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 8.3. Interface Requirements

- 8.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.
- 8.3.2. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

## 9. TRANSPORT

- 9.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.
  - 9.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.
  - 9.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.
- 9.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in Section 12. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.
  - 9.2.1. Technical Requirements
    - 9.2.1.1. Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:
      - 9.2.1.1.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3, STS-1) shall be dedicated to CLEC designated traffic.
      - 9.2.1.1.2. Where Sprint has technology available, Sprint shall offer Dedicated Transport using currently available technologies including, but not

limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

## 10. SIGNALING SYSTEMS AND DATABASES

10.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.

### 10.2. Signaling Systems

#### 10.2.1. Signaling Link Transport

10.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

10.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

#### 10.2.2. Signaling Transfer Points (STPs)

10.2.2.1. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.

10.2.3. Technical Requirements. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include:

10.2.3.1. Sprint Local Switching or Tandem Switching;

10.2.3.2. Sprint Service Control Points/Databases;

10.2.3.3. Third-party local or Tandem Switching systems; and

10.2.3.4. Third party provides STPs.

10.2.4. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

10.2.4.1. An A-link interface from CLEC local switching systems; and

10.2.4.2. B- or D-link interface from CLEC STPs.

10.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.2.4.3.1. An A-link layer shall consist of two links,

10.2.4.3.2. A B- or D-link layer shall consist of four links,

10.2.4.3.3. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

### 10.3. Line Information Database (LIDB)

10.3.1. The LDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or CLEC's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

#### 10.3.2. Technical Requirements

- 10.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.
- 10.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 10.3.2.3. Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 10.3.2.4. Sprint shall process CLEC's subscribers records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.
- 10.3.2.5. Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and

recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

#### 10.4. Toll Free Number Database

10.4.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call setup in response to queries from STPs. Sprint, under the terms of a separate agreement with CLEC, shall provide the Toll Free Number Database in accordance with the following:

##### 10.4.1.1. Technical Requirements

10.4.1.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query, from CLEC's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

10.4.1.1.2. The Toll Free Number Database shall return CLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

10.4.1.2. Interface Requirements. The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

### 11. OPERATIONS SUPPORT SYSTEMS (OSS)

11.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in Exhibit B of Amendment One.

### 12. DARK FIBER

#### 12.1. General Rules and Definition

12.1.1. Dark fiber is an optical transmission facility without attached

multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.

12.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

## 12.2. Fiber Availability

12.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.

12.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.

12.2.3. Dark fiber will be leased on a first come first served basis.

12.2.4. CLECs can reserve fiber by submitting orders and paying for it. A CLEC may lease from two fibers up to 25% of the available fibers in a sheath. CLEC leased fiber is subject to the take-back provisions listed below.

12.2.5. Sprint will not restrict the use of leased dark fiber.

## 12.3. Interconnection Arrangements

12.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. CLEC must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.

12.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel. The CLEC fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.

12.3.3. Dark fiber will be provided in the following four manners:

12.3.3.1. Dark fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. CLEC will establish a FPP POI in each office. Sprint and CLEC FPP will be connected via fiber patch cords.

- 12.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. CLEC will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. CLEC will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the CLEC POI.
- 12.3.3.3. *Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. CLEC must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.*
- 12.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. CLEC must establish a POI in the Sprint central office and is responsible for providing facilities on the customer's premises.

#### 12.4. Rules for Take Back

- 12.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.
- 12.4.2. Sprint will provide CLEC 12 months written notice prior to taking back fiber.
- 12.4.3. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.
  - 12.4.3.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.
  - 12.4.3.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.
- 12.4.4. The Dispute Resolution Procedures found in Section 21 of the Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

#### 12.5. Ordering Procedure

12.5.1. CLEC will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

12.5.2. Sprint will review the request for availability and will respond to a CLEC within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

12.5.3. The order will be completed if dark fiber is available.

12.5.4. An explanation will accompany any rejection to a CLEC.

12.5.5. CLEC will follow the Dispute Resolution Process outlined in Section 21 of the Agreement if they wish to contest the rejection.

#### 12.6. Maintenance and Testing

12.6.1. Each carrier is responsible for maintaining the facilities that it owns.

12.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. CLEC will conduct the end-to-end test in conjunction with dark fiber splicing.

12.6.3. Cooperative testing is available at CLEC's request. Additional rates and charges will apply.

#### 12.7. Rates and Charges

12.7.1. The rates and charges for dark fiber will be developed as part of the BFR process as set forth in Section 3 of this Amendment.

12.7.2. Special construction charges may apply to accommodate a CLEC requested arrangement.

### **13. LOOP FREQUENCY UNBUNDLING**

#### 13.1. General Terms

13.1.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate components offered in association with the HFS UNE are reflected in Attachment 1 of the Agreement or Exhibit B of Amendment One unless otherwise noted.

13.1.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 2.3 of the Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations

and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.

13.1.3. Sprint shall make the HFS UNE available to CLEC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

13.1.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.

13.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment I of the Agreement or Exhibit B of Amendment One at CLEC's expense.

13.1.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

13.1.5. In the event that the End User being served by CLEC via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. . If CLEC declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

13.1.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:

13.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

13.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).

13.1.7. If facilities do not exist and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.

13.1.8. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

- 13.1.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;
- 13.1.8.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.
- 13.1.8.3. The pricing as set forth in the Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

13.1.8. The pricing as set forth in the Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

## 13.2. Information to be Provided

13.2.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:

- 13.2.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
- 13.2.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
- 13.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

13.2.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

13.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

13.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

13.2.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

13.2.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

### 13.3. Conditioning, Testing, Maintenance

13.3.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Exhibit B of Amendment One. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

13.3.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.

13.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 of the Agreement or Exhibit B of Amendment One. Non-standard

non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 2.2 of the Agreement are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

13.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.

13.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

#### 13.4. Deployment and Interference

13.4.1. In providing services utilizing the high frequency spectrum network element, sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

13.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 of the Agreement.

13.4.3. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of

the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 13.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - 13.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;
  - 13.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 13.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
  - 13.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
  - 13.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded

service shall not prevail against the newly deployed technology.

13.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

13.9. Splitters

13.9.1. In providing access to the High Frequency Spectrum Network Element, CLEC will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the CLEC DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1 of the Agreement or Exhibit B of Amendment One. Sprint will provide and, if requested, install the cabling from the CLEC collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. CLEC will make all cable connections to their equipment.

#### 14. FORECAST

14.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS UNEs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by CLEC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall CLEC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.

14.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.

14.3. Each Party shall provide a specified point of contact for planning purposes.

## 15. INDEMNIFICATION

- 15.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 15.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

## 16. LOOP MAKE-UP INFORMATION

- 16.1. To the extent technically feasible, CLEC will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Exhibit B of Amendment One.
- 16.2. Subject to 16.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 16.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 16.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 16.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the CLEC.
- 16.6. Sprint may provide the requested Loop Qualification information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 16.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
  - 16.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
  - 16.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, CLEC will be charged a Loop Qualification Charge; and
  - 16.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC

will pay applicable conditioning charges as set forth in Exhibit B pursuant to Section 5.2 of this Amendment.

**EXHIBIT B**

**Pennsylvania Price Sheets**

<b>LINE SHARING</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>CLEC Provides Splitter in Own Collocation Space</b>			
<b>3-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.75	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		\$28.06 Each	
Line Sharing - 3 Jumpers			\$25.10
<b>4-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.75	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		\$28.06 Each	
Line Sharing - 4 Jumpers			\$32.63
<b>CLEC Provides Splitter in Common Area of Central Office</b>			
<b>3-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$16.25	
OSS Cost per Shared Line		\$0.75	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		\$21.70 Each	
Cross Connects; 100-pr., Splitter Common Area to Collocation Space (1 required)		\$16.50 Each	
Line Sharing - 3 Jumpers			\$25.10
<b>4-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$16.25	
OSS Cost per Shared Line		\$0.75	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$28.06 Each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$21.70 Each	
Line Sharing - 4 Jumpers			\$32.63
<b>PRE-QUALIFICATION</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Loop Inquiry			\$26.96
<b>LOOP xDSL CAPABLE</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
The following charge applies to all xDSL capable loops that are the shorter than 18,000 feet in length. Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
All loops less than 18,000ft: Load Coil Removal per xDSL - Capable			\$0.69
2-Wire xDSL Loop - First Line			\$75.62
2-Wire xDSL Loop - Add'l Line			\$21.72
2-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$11.71
4-Wire xDSL Loop - First Line			\$94.10
4-Wire xDSL Loop - Add'l Line			\$41.14
4-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$15.06
<b>LINE CONDITIONING PER LOCATION</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Engineering Charge - one per loop conditioned below			\$29.58
Trip Charge - one per loop conditioned below			\$17.02



<b>DS0 4 Wire Digital Data Loop 56 or 64 K</b>			
Band 1		\$43.71	\$94.78
Band 2		\$46.68	\$94.78
Band 3		\$49.08	\$94.78
Band 4		\$54.38	\$94.78
Band 5		\$61.03	\$94.78
Band 6		\$69.85	\$94.78
Band 7		\$90.12	\$94.78
Band 8		\$133.10	\$94.78
<b>DS1 4 Wire Digital Data DS1/T1/ISDN-PRI</b>			
Band 1		\$93.08	\$118.40
Band 2		\$99.27	\$118.40
Band 3		\$101.12	\$118.40
Band 4		\$107.35	\$118.40
Band 5		\$112.63	\$118.40
Band 6		\$126.51	\$118.40
Band 7		\$150.58	\$118.40
Band 8		\$203.72	\$118.40
DS3		ICB	
<b>Loops - Analog 2-Wire NRC</b>			
2-Wire New - First Line			\$78.74
2-Wire New - Addtl Line			\$24.83
2-Wire Re-install (CT/DCOP/Migrate)			\$14.83
<b>Loops - Analog 4-Wire NRC</b>			
4-Wire New - First Line			\$101.73
4-Wire New - Addtl Line			\$47.83
4-Wire Re-install (CT/DCOP/Migrate)			\$22.70
<b>Loops - Digital NRC</b>			
2-Wire ISDN, BRI-IDSL Loop, First Line			\$120.47
2-Wire ISDN, BRI-IDSL Loop, Addtl Line			\$68.46
2-Wire ISDN, BRI-IDSL Loop, Re-install (CT, DCOP, Migrate)			\$24.77
56, 64 kbps Loop - First Line			\$173.43
56, 64 kbps Loop - Addtl Line			\$120.47
DS1, ISDN-PRI Loop First Line			\$195.70
DS1, ISDN-PRI Loop - Addtl Line			\$151.74
<b>Loops - High-Capacity NRC</b>			
Add DS3 to existing system			\$91.43
Add OC3 to existing system			\$91.43
Add OC12 to existing system			\$91.43
<b>DARK FIBER SOURCE RECURRING RATE NRC</b>			
<b>Interoffice, per foot per fiber</b>			
Band 1		\$0.0086	
Band 2		\$0.0117	
Band 3		\$0.0181	
Band 4		\$0.0239	
Band 5		\$0.0311	

<b>Feeder, per fiber</b>			
Band 1		\$50.37	
Band 2		\$101.17	
Band 3		\$154.35	
Band 4		\$214.46	
Band 5		\$283.67	
Distribution Price Per Fiber			
		\$67.83	
<b>Loops - Dark Fiber</b>			
Dark Fiber Loop - Initial Patch Cord Installation, Field Location			\$23.43
Dark Fiber Loop - Additional Patch Cord Installation, Field Loc./Same			\$8.37
Dark Fiber Loop - CO Interconnection, 1-4 Patch Cords, per CO			\$187.24
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Transport, per CO			\$187.24
Dark Fiber End-to-End Testing, Initial Strand			\$55.22
Dark Fiber End-to-End Testing, Subsequent Strands			\$16.73
<b>Misc. Components - Dark Fiber</b>			
Fiber Patch Cord		\$0.66	
Fiber Patch Panel		\$0.81	
<b>SUB LOOPS</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
<b>2-Wire Voice Grade Feeder</b>			
Band 1		\$6.27	
Band 2		\$9.87	
Band 3		\$14.82	
Band 4		\$21.95	
Band 5		\$30.09	
Band 6		\$44.77	
Band 7		\$65.70	
Band 8		\$127.51	
<b>4-Wire Voice Grade Feeder</b>			
Band 1		\$10.98	
Band 2		\$17.27	
Band 3		\$25.94	
Band 4		\$38.42	
Band 5		\$52.67	
Band 6		\$78.34	
Band 7		\$114.98	
Band 8		\$223.14	
<b>2-Wire Voice Grade Distribution</b>			
Band 1		\$8.00	
Band 2		\$11.92	
Band 3		\$17.14	
Band 4		\$26.31	
Band 5		\$36.00	
Band 6		\$54.20	
<b>4-Wire Voice Grade Distribution</b>			
Band 1		\$14.00	
Band 2		\$20.86	

	Band 3		\$30.00	
	Band 4		\$46.05	
	Band 5		\$63.00	
	Band 6		\$94.85	
<b>2-Wire Digital Data Feeder</b>				
	Band 1		\$6.27	
	Band 2		\$9.87	
	Band 3		\$14.82	
	Band 4		\$21.95	
	Band 5		\$30.09	
	Band 6		\$44.77	
	Band 7		\$65.70	
	Band 8		\$127.51	
<b>4-Wire Digital Data Feeder</b>				
	Band 1		\$10.98	
	Band 2		\$17.27	
	Band 3		\$25.94	
	Band 4		\$38.42	
	Band 5		\$52.67	
	Band 6		\$78.34	
	Band 7		\$114.98	
	Band 8		\$223.14	
<b>2-Wire Digital Data Distribution</b>				
	Band 1		\$8.00	
	Band 2		\$11.92	
	Band 3		\$17.14	
	Band 4		\$26.31	
	Band 5		\$36.00	
	Band 6		\$54.20	
<b>4-Wire Digital Data Distribution</b>				
	Band 1		\$14.00	
	Band 2		\$20.86	
	Band 3		\$30.00	
	Band 4		\$46.05	
	Band 5		\$63.00	
	Band 6		\$94.85	
<b>Loops - Sub-Loops NRC</b>				
Sub-Loop Interconnection (Stub Cable)				ICB
2-Wire First Line				\$68.09
2-Wire Add'l Line				\$14.19
2-Wire Re-install				\$32.15
4-Wire First Line				\$83.22
4-Wire Add'l Line				\$22.70
4-Wire Re-install				\$41.61
2-Wire Disconnect Charge				\$22.70
4-Wire Disconnect Charge				\$27.42

# Subloop Feeder

Exchange	CLLI	2 Wire Voice Grade Feeder Subloop	4 Wire Voice Grade Feeder Subloop	2 Wire Digital Data Feeder SubLoop	4 Wire Digital Data Feeder Subloop
Butler	BTLRPAXBH	\$6.27	\$10.98	\$6.27	\$10.98
Chambersburg	CHBGPAXCH	\$6.27	\$10.98	\$6.27	\$10.98
Columbia	CLMAPAXCH	\$6.27	\$10.98	\$6.27	\$10.98
Carlisle	CRLSPAXCH	\$6.27	\$10.98	\$6.27	\$10.98
Meridian	MRDNPAXMR	\$6.27	\$10.98	\$6.27	\$10.98
Elizabethtown	EZTWPAXEH	\$9.87	\$17.27	\$9.87	\$17.27
Hanover	HNVRPAXHH	\$9.87	\$17.27	\$9.87	\$17.27
Marietta	MRTTPAXMR	\$9.87	\$17.27	\$9.87	\$17.27
Mount Joy	MTJYPAXMH	\$9.87	\$17.27	\$9.87	\$17.27
Mountville	MTVLPAXMR	\$9.87	\$17.27	\$9.87	\$17.27
Waynesboro	WYBOPAXW H	\$9.87	\$17.27	\$9.87	\$17.27
Bedford	BDFRPAXBH	\$14.82	\$25.94	\$14.82	\$25.94
Duncannon	DNCNPAXDR	\$14.82	\$25.94	\$14.82	\$25.94
Evans City	EVCYPAXER	\$14.82	\$25.94	\$14.82	\$25.94
Fayetteville	FYVLPAXFR	\$14.82	\$25.94	\$14.82	\$25.94
Greencastle	GNCSPAXGR	\$14.82	\$25.94	\$14.82	\$25.94
Gettysburg	GTBGPAXGH	\$14.82	\$25.94	\$14.82	\$25.94
Littlestown	LITWPAXLR	\$14.82	\$25.94	\$14.82	\$25.94
Mont Alto	MTALPAXMR	\$14.82	\$25.94	\$14.82	\$25.94
Nixon	NIXNPAXNR	\$14.82	\$25.94	\$14.82	\$25.94
New Oxford	NWOXPAXNH	\$14.82	\$25.94	\$14.82	\$25.94
Roaring Springs	RRSPAXRR	\$14.82	\$25.94	\$14.82	\$25.94
Shippensburg	SHIPPAXSH	\$14.82	\$25.94	\$14.82	\$25.94
Slippery Rock	SLRKPAXSH	\$14.82	\$25.94	\$14.82	\$25.94
Biglerville	BIGVPAXBR	\$21.95	\$38.42	\$21.95	\$38.42
Belleville	BLVLPAXBR	\$21.95	\$38.42	\$21.95	\$38.42
Chicora	CHCRPAXCR	\$21.95	\$38.42	\$21.95	\$38.42
Everett	EV RTPAXER	\$21.95	\$38.42	\$21.95	\$38.42
Fairfield	FRFPAXFR	\$21.95	\$38.42	\$21.95	\$38.42
Marion	MARNPAXMR	\$21.95	\$38.42	\$21.95	\$38.42
McAlisterville	MCLVPAXMR	\$21.95	\$38.42	\$21.95	\$38.42
Mifflintown	MFTWPAXMH	\$21.95	\$38.42	\$21.95	\$38.42
Mount Holly Springs	MHSPPAXMR	\$21.95	\$38.42	\$21.95	\$38.42
Mill Hall	MLHLPAXEH	\$21.95	\$38.42	\$21.95	\$38.42
Martinsburg	MRBGPAXMH	\$21.95	\$38.42	\$21.95	\$38.42
Marysville	MYVIPAXMH	\$21.95	\$38.42	\$21.95	\$38.42
New Bloomfield	NBFDPAXNR	\$21.95	\$38.42	\$21.95	\$38.42
Newport	NWPTPAXNH	\$21.95	\$38.42	\$21.95	\$38.42
Prospect	PRSPAXPR	\$21.95	\$38.42	\$21.95	\$38.42
Petrolia	PTRLPAXPR	\$21.95	\$38.42	\$21.95	\$38.42
Reedsville	RDVLPAXRH	\$21.95	\$38.42	\$21.95	\$38.42
Claysburg	CYBGPAXCR	\$30.09	\$52.67	\$30.09	\$52.67
Emlenton	EMTNPAXEH	\$30.09	\$52.67	\$30.09	\$52.67

Foxburg	FXBGPAXR	\$30.09	\$52.67	\$30.09	\$52.67
Harrisville	HRVLPAXHR	\$30.09	\$52.67	\$30.09	\$52.67
Hyndman	HYNDPAXHR	\$30.09	\$52.67	\$30.09	\$52.67
Liverpool	LVRPPAXLR	\$30.09	\$52.67	\$30.09	\$52.67
Loysville	LYSVPAXLR	\$30.09	\$52.67	\$30.09	\$52.67
McConnellsburg	MCBGPAXMR	\$30.09	\$52.67	\$30.09	\$52.67
Marklesburg	MKBGPAXMH	\$30.09	\$52.67	\$30.09	\$52.67
Mercersburg	MRCBPAXMR	\$30.09	\$52.67	\$30.09	\$52.67
Newville	NVLCPAXNR	\$30.09	\$52.67	\$30.09	\$52.67
Newburg	NWBGPAAXNR	\$30.09	\$52.67	\$30.09	\$52.67
Portersville	PTVLPAXPR	\$30.09	\$52.67	\$30.09	\$52.67
Saint Thomas	STTMPAXSR	\$30.09	\$52.67	\$30.09	\$52.67
Williamsburg	WLBGPAXWR	\$30.09	\$52.67	\$30.09	\$52.67
York Springs	YRSPPAAXYR	\$30.09	\$52.67	\$30.09	\$52.67
Allensville	ALVLPAXAR	\$44.77	\$78.34	\$44.77	\$78.34
Blue Ridge Summit	BLRSPAAXBR	\$44.77	\$78.34	\$44.77	\$78.34
Connoquenessing	CNQNPAAXCR	\$44.77	\$78.34	\$44.77	\$78.34
Fishertown	FSTWPAAXFR	\$44.77	\$78.34	\$44.77	\$78.34
Hopewell	HPWLPAXHR	\$44.77	\$78.34	\$44.77	\$78.34
Howard	HWRDPAAXHR	\$44.77	\$78.34	\$44.77	\$78.34
Loysburg	LYBGPAXLR	\$44.77	\$78.34	\$44.77	\$78.34
Millerstown	MLTWPAAXMR	\$44.77	\$78.34	\$44.77	\$78.34
McConnellstown	MNTWPAAXMR	\$44.77	\$78.34	\$44.77	\$78.34
North Washington	NWSHPAXNR	\$44.77	\$78.34	\$44.77	\$78.34
Orbisonia	ORBSPAAXOR	\$44.77	\$78.34	\$44.77	\$78.34
Osterburg	OSBGPAXOR	\$44.77	\$78.34	\$44.77	\$78.34
Plain Grove	PAGVPAAXPR	\$44.77	\$78.34	\$44.77	\$78.34
Parker	PRKRPAAXPR	\$44.77	\$78.34	\$44.77	\$78.34
Port Royal	PTRYPAAXPR	\$44.77	\$78.34	\$44.77	\$78.34
Richfield	RCFDPAAXRR	\$44.77	\$78.34	\$44.77	\$78.34
Schellsburg	SCBGPAXSR	\$44.77	\$78.34	\$44.77	\$78.34
Volant	VLNTPAXVR	\$44.77	\$78.34	\$44.77	\$78.34
West Sunbury	WSNBPAAXWR	\$44.77	\$78.34	\$44.77	\$78.34
Zion	ZIONPAAXZR	\$44.77	\$78.34	\$44.77	\$78.34
Blain	BLINPAAXBR	\$65.70	\$114.98	\$65.70	\$114.98
Blacktown	BLTWPAAXBR	\$65.70	\$114.98	\$65.70	\$114.98
Dry Run	DYRNPAAXDR	\$65.70	\$114.98	\$65.70	\$114.98
Eau Claire	EUCLPAAXER	\$65.70	\$114.98	\$65.70	\$114.98
East Waterford	EWFRPAAXER	\$65.70	\$114.98	\$65.70	\$114.98
Ickesburg	ICBGPAXIR	\$65.70	\$114.98	\$65.70	\$114.98
Shade Gap	SHGPPAXSR	\$65.70	\$114.98	\$65.70	\$114.98
Three Springs	THSPPAXTR	\$65.70	\$114.98	\$65.70	\$114.98
Thompsontown	TMTWPAAXTR	\$65.70	\$114.98	\$65.70	\$114.98
Beech Creek	BCCKPAAXBR	\$127.51	\$223.14	\$127.51	\$223.14
Bedford Valley	BDVYPAAXBR	\$127.51	\$223.14	\$127.51	\$223.14
Bruin	BRINPAAXBR	\$127.51	\$223.14	\$127.51	\$223.14
Clearville	CLVLPAXCR	\$127.51	\$223.14	\$127.51	\$223.14
Charlesville	CLRVPAXCR	\$127.51	\$223.14	\$127.51	\$223.14

## Subloop Distribution

Exchange	CLLI	2 Wire Voice Grade Distribution Subloop	4 Wire Voice Grade Distribution Subloop	2 Wire Digital Data Distribution SubLoop	4 Wire Digital Data Distribution Subloop
Meridian	MRDNPAXMR	\$8.00	\$14.00	\$8.00	\$14.00
Butler	BTLRPAXBH	\$11.92	\$20.86	\$11.92	\$20.86
Chambersburg	CHBGPAXCH	\$11.92	\$20.86	\$11.92	\$20.86
Columbia	CLMAPAXCH	\$11.92	\$20.86	\$11.92	\$20.86
Carlisle	CRLSPAXCH	\$11.92	\$20.86	\$11.92	\$20.86
Hanover	HNVRPAXHH	\$11.92	\$20.86	\$11.92	\$20.86
Mountville	MTVLPAXMR	\$11.92	\$20.86	\$11.92	\$20.86
Bedford	BDFRPAXBH	\$17.14	\$30.00	\$17.14	\$30.00
Blue Ridge Summit	BLRSPAXBR	\$17.14	\$30.00	\$17.14	\$30.00
Connoquenessing	CNQNPAJCR	\$17.14	\$30.00	\$17.14	\$30.00
Duncannon	DNCNPAXDR	\$17.14	\$30.00	\$17.14	\$30.00
Evans City	EVCYPAXER	\$17.14	\$30.00	\$17.14	\$30.00
Everett	EV RTPAXER	\$17.14	\$30.00	\$17.14	\$30.00
Elizabethtown	EZTWPAXEH	\$17.14	\$30.00	\$17.14	\$30.00
Fayetteville	FYVLPAXFR	\$17.14	\$30.00	\$17.14	\$30.00
Greencastle	GNCSPAXGR	\$17.14	\$30.00	\$17.14	\$30.00
Gettysburg	GTBGPAXGH	\$17.14	\$30.00	\$17.14	\$30.00
Littlestown	LTTWPAXLR	\$17.14	\$30.00	\$17.14	\$30.00
Mifflintown	MFTWPAXMH	\$17.14	\$30.00	\$17.14	\$30.00
Marietta	MRTTPAXMR	\$17.14	\$30.00	\$17.14	\$30.00
Mont Alto	MTALPAXMR	\$17.14	\$30.00	\$17.14	\$30.00
Mount Joy	MTJYPAXMH	\$17.14	\$30.00	\$17.14	\$30.00
Marysville	MYVIPAXMH	\$17.14	\$30.00	\$17.14	\$30.00
New Oxford	NWOXPAXNH	\$17.14	\$30.00	\$17.14	\$30.00
Prospect	PRSPAPXPR	\$17.14	\$30.00	\$17.14	\$30.00
Shippensburg	SHIPPAXSH	\$17.14	\$30.00	\$17.14	\$30.00
Slippery Rock	SLRKPAXSH	\$17.14	\$30.00	\$17.14	\$30.00
Waynesboro	WYBOPAXW H	\$17.14	\$30.00	\$17.14	\$30.00
Beech Creek	BCCKPAXBR	\$26.31	\$46.05	\$26.31	\$46.05
Biglerville	BIGVPAXBR	\$26.31	\$46.05	\$26.31	\$46.05
Blacktown	BLTWPAXBR	\$26.31	\$46.05	\$26.31	\$46.05
Belleville	BLVLPAXBR	\$26.31	\$46.05	\$26.31	\$46.05
Chicora	CHCRPAXCR	\$26.31	\$46.05	\$26.31	\$46.05
Fairfield	FRFDPAXFR	\$26.31	\$46.05	\$26.31	\$46.05
Foxburg	FXBGPAXFR	\$26.31	\$46.05	\$26.31	\$46.05
Harrisville	HRVLPAXHR	\$26.31	\$46.05	\$26.31	\$46.05
Howard	HWRDPAXHR	\$26.31	\$46.05	\$26.31	\$46.05
Hyndman	HYNDPAXHR	\$26.31	\$46.05	\$26.31	\$46.05
Loysville	LYSVPAXLR	\$26.31	\$46.05	\$26.31	\$46.05
Marion	MARNPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
McConnellsburg	MCBGPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
McAlisterville	MCLVPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
Mount Holly Springs	MHSPPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
Marklesburg	MKBGPAXMH	\$26.31	\$46.05	\$26.31	\$46.05

Mill Hall	MLHLPAXMH	\$26.31	\$46.05	\$26.31	\$46.05
Millerstown	MLTWPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
Martinsburg	MRBGPAXMH	\$26.31	\$46.05	\$26.31	\$46.05
Mercersburg	MRCBPAXMR	\$26.31	\$46.05	\$26.31	\$46.05
New Bloomfield	NBFDPAAXNR	\$26.31	\$46.05	\$26.31	\$46.05
Nixon	NIXNPAAXNR	\$26.31	\$46.05	\$26.31	\$46.05
Newville	NVLCPAAXNR	\$26.31	\$46.05	\$26.31	\$46.05
Newport	NWPTPAAXNH	\$26.31	\$46.05	\$26.31	\$46.05
Osterburg	OSBGPAXOR	\$26.31	\$46.05	\$26.31	\$46.05
Petrolia	PTRLPAAXPR	\$26.31	\$46.05	\$26.31	\$46.05
Portersville	PTVLPAXPR	\$26.31	\$46.05	\$26.31	\$46.05
Reedsville	RDVLPAXRH	\$26.31	\$46.05	\$26.31	\$46.05
Roaring Springs	RRSPPAXRR	\$26.31	\$46.05	\$26.31	\$46.05
Schellsburg	SCBGPAXSR	\$26.31	\$46.05	\$26.31	\$46.05
Saint Thomas	STTMPAXSR	\$26.31	\$46.05	\$26.31	\$46.05
Williamsburg	WLBGPAXWR	\$26.31	\$46.05	\$26.31	\$46.05
York Springs	YRSPPAXYR	\$26.31	\$46.05	\$26.31	\$46.05
Allensville	ALVLPAXAR	\$36.00	\$63.00	\$36.00	\$63.00
Bruin	BRINPAXBR	\$36.00	\$63.00	\$36.00	\$63.00
Charlesville	CLRVPAXCR	\$36.00	\$63.00	\$36.00	\$63.00
Claysburg	CYBGPAXCR	\$36.00	\$63.00	\$36.00	\$63.00
Emlenton	EMTNPAXEH	\$36.00	\$63.00	\$36.00	\$63.00
Eau Claire	EUCLPAXER	\$36.00	\$63.00	\$36.00	\$63.00
Hopewell	HPWLPAXHR	\$36.00	\$63.00	\$36.00	\$63.00
Liverpool	LVRPPAXLR	\$36.00	\$63.00	\$36.00	\$63.00
Newburg	NWBGPAAXNR	\$36.00	\$63.00	\$36.00	\$63.00
North Washington	NWSHPAXNR	\$36.00	\$63.00	\$36.00	\$63.00
Orbisonia	ORBSPAAXOR	\$36.00	\$63.00	\$36.00	\$63.00
Parker	PRKRPAXPR	\$36.00	\$63.00	\$36.00	\$63.00
Volant	VLNTPAXVR	\$36.00	\$63.00	\$36.00	\$63.00
West Sunbury	WSNBPAAXWR	\$36.00	\$63.00	\$36.00	\$63.00
Zion	ZIONPAXZR	\$36.00	\$63.00	\$36.00	\$63.00
Bedford Valley	BDVYPAXBR	\$54.20	\$94.85	\$54.20	\$94.85
Blain	BLINPAXBR	\$54.20	\$94.85	\$54.20	\$94.85
Clearville	CLVLPAXCR	\$54.20	\$94.85	\$54.20	\$94.85
Dry Run	DYRNPAXDR	\$54.20	\$94.85	\$54.20	\$94.85
East Waterford	EWFRPAXER	\$54.20	\$94.85	\$54.20	\$94.85
Fishertown	FSTWPAXFR	\$54.20	\$94.85	\$54.20	\$94.85
Ickesburg	ICBGPAXIR	\$54.20	\$94.85	\$54.20	\$94.85
Loysburg	LYBGPAXLR	\$54.20	\$94.85	\$54.20	\$94.85
McConnellstown	MNTWPAXMR	\$54.20	\$94.85	\$54.20	\$94.85
Plain Grove	PAGVPAXPR	\$54.20	\$94.85	\$54.20	\$94.85
Port Royal	PTRYPAXPR	\$54.20	\$94.85	\$54.20	\$94.85
Richfield	RCFDPAXRR	\$54.20	\$94.85	\$54.20	\$94.85
Shade Gap	SHGPPAXSR	\$54.20	\$94.85	\$54.20	\$94.85
Three Springs	THSPPAXTR	\$54.20	\$94.85	\$54.20	\$94.85
Thompsontown	TMTWPAXTR	\$54.20	\$94.85	\$54.20	\$94.85

RECEIVED

**CERTIFICATE OF SERVICE**

**Docket No. A-310738F0002**

JAN 19 2001

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

I hereby certify that I have on this 19th day of January, 2001, served a true and correct copy of the foregoing Joint Petition for Approval of Amendment No. One to the Master Interconnection and Resale Agreement between The United Telephone Company of Pennsylvania d/b/a Sprint and DSLnet Communications, LLC upon the persons below via service by first class mail, in accordance with the Commission's rules and the Commission's Order of June 3, 1996 in Docket No. M-00960799.

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PA Public Utility Commission  
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Harrisburg, PA 17105-3265

Bureau of Consumer Services  
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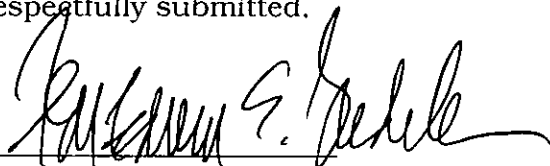
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Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
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Respectfully submitted,



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**Counsel for The United Telephone  
Company of Pennsylvania**

DATE: January 23, 2001

SUBJECT: A-310824F0002

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary

**DOCKETED**  
JAN 25 2001

LAF

**DOCUMENT  
FOLDER**

JOINT PETITION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA D/B/A SPRINT AND DSLNET COMMUNICATIONS LLC FOR APPROVAL OF AMENDMENT NO. ONE TO THE MASTER INTERCONNECTION AND RESALE AGREEMENT UNDER SECTION 252(a)(1) AND (e) OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 1 to the Master Interconnection and Resale Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on February 3, 2001. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services  
Office of Administrative Law Judge-copy of memo only

PENNSYLVANIA PUBLIC UTILITY COMMISSION BUREAU

RECEIVED  
LEGISLATIVE REFERENCE

01 JAN 24 PM 2:29

NOTICE TO BE PUBLISHED

PA. CODE & BULLETIN

Joint Application of the United Telephone Company of Pennsylvania d/b/a Sprint and DSLnet Communication, LLC for Approval of Amendment No. 1 to the Master Interconnection and Resale Agreement Under Section 252(a)(1) and (e) of The Telecommunications Act of 1996.  
Docket Number: A-310824F0002.

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United Telephone Company of Pennsylvania d/b/a Sprint and DSLnet Communication, LLC, by its counsel, filed on January 19, 2001, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 to the Master Interconnection and Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the United Telephone of Pennsylvania d/b/a Sprint and DSLnet Communication, LLC, Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

**DOCKETED**

JAN 25 2001

**DOCUMENT  
FOLDER**

BY THE COMMISSION

*James J. McNulty*

James J. McNulty  
Secretary