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March 6, 2003

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

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03 MAR -6 PM 4:45
COMMISSION
CLERK

Re: Missing pages 1 & 2 to Master Collocation License Agreement in
Docket No. 021169-TP

Dear Ms. Bayó:

Pursuant to Staff's request, please find pages 1 & 2 which were inadvertently omitted from the DSLnet Communications, LLC agreement filed November 19, 2002 in Docket No. 021169-TP.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

SSM/th

Enclosures

cc: Margie Edmondson

- AUS _____
- CAF _____
- CMP Edmondson
- COM _____
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DOCUMENT NUMBER-DATE

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**SPRINT LOCAL TELEPHONE COMPANIES
MASTER COLLOCATION LICENSE AGREEMENT**

This Agreement is made this 15th day of December, 2000, by and between DSLnet Communications, LLC a Delaware corporation, (the "Licensee") and the Sprint Affiliated Local Telephone Operating Companies listed on Attachment A ("Sprint").

1. DEFINITIONS.

For the purposes of this Agreement, the following terms or phrases shall have the meaning set forth below:

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Active Collocation Space" means the space within a Sprint Premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment. Infrastructure systems includes floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar Eligible Structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.3. "Approved Vendor" means a vendor that has been approved by Sprint to perform all engineering and installation work required in the Collocation Space. Sprint will provide Licensee with a list of Approved Vendors upon request.
- 1.4. "Cable Vault" shall mean a location in the Building where facilities enter the Building from the Outside Cable Duct and access the Inner Duct for distribution within the Building.
- 1.5. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.6. "Collocation Point of Termination" shall mean the physical demarcation point as described in section 4.
- 1.7. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by Licensee to house communications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.8. "Controlled Environment Vault" shall mean a structure other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.9. "Date of Occupancy" shall mean the date on which Licensee first occupies the Collocation Space pursuant to this Agreement.

- 1.10. "Inactive Collocation Space" means the space within the central office where infrastructure systems do not currently exist and must be constructed and where Active Collocation Space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space.
- 1.11. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.12. "LOE" shall mean Licensee-owned equipment.
- 1.13. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.14. "Licensee" shall mean DSLnet Communications, LLC.
- 1.15. "Premises" is as defined in 47 CFR 51.5.
- 1.16. "Tariffed Service" shall mean the interconnection of Licensee's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.

2. TERM.

- 2.1. This Agreement shall be deemed effective upon execution by both Parties, provided however that if Licensee has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full.
- 2.2. This Agreement shall terminate the later of five years from the date of execution, or when the last Collocation Site License attached to the Agreement terminates.

3. SCOPE OF AGREEMENT.

- 3.1. This Agreement states the general terms and conditions upon which, from time to time, Sprint will grant to Licensee a right to gain access to and occupy Collocation Space, and to gain access to and to use Sprint Premises, including, Cable Vaults, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment B). Such service will be provided by installing, maintaining and operating Licensee's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Agreement.
- 3.2. Sprint will provide Collocation to Licensee in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).