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ORIGINAL

June 21, 2000

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

000755-TP

RECEIVED-FPSC
00 JUN 21 PM 4:47
RECORDS AND REPORTING

Re: Petition of Sprint-Florida, Incorporated for Approval of Amendment to Interconnection and Resale Agreement with Rhythms Links Inc..

Dear Ms. Bayó:

Enclosed for filing is the original and seven (7) copies of Sprint-Florida, Incorporated's Petition for approval of Amendment to Interconnection and Resale Agreement with Rhythms Links Inc.

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

Susan S. Masterton

SSM/th

Enclosures

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Mur
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07580 JUN 21 8

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Petition for Approval)
of Amendment to)
Interconnection and Resale)
Agreement Between)
Sprint- Florida, Incorporated)
and Rhythms Links Inc.)

Docket No.

Filed: June 21, 2000

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AND RESALE
AGREEMENT WITH RHYTHMS LINKS INC.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an amendment to the Interconnection and Resale Agreement which Sprint-Florida has entered with Rhythms Links Inc. In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statues (1996).

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

2. Telecommunications Act of 1996, requires that any such “agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission” 47 U.S.C. §252(e).
3. Sprint–Florida entered into an Agreement with Rhythms Links Inc. on March 1, 2000. The Agreement has been approved by the Commission pursuant to federal law. Order No. PSC–00–1017–FOF–TP states that “Sprint–Florida and Rhythms Links Inc. are also required to file any subsequent supplements or modifications to this agreement with the Commission”.
4. In accordance with the above provisions, Sprint–Florida has entered into an Amendment to the Agreement with Rhythms Links Inc. This amendment was executed on June 9, 2000; and is attached hereto as Attachment A.
5. Under the Federal Act, an agreement (or amendment thereto) can be rejected by the State commission only if the commission finds that it discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C § 252(e)(2).
6. The Amendment with Rhythms Links Inc. does not discriminate against other similarly situated carriers which may order services and facilities from Sprint–Florida under similar terms and conditions. The Amendment is also consistent with the public interest, convenience

and necessity. As such, Sprint-Florida seeks approval of the Amendment from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Amendment to the Interconnection and Resale Agreement between Sprint-Florida and Rhythms Links Inc.

Respectfully submitted this 21st day of June, 2000.

Sprint-Florida, Incorporated



Susan S. Masterton

Attorney

Sprint-Florida, Incorporated

Post Office Box 2214

MS: FLTLHO0107

Tallahassee, Florida 32301

850/599-1560

**MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT
INTERIM LINE SHARING AGREEMENT AMENDMENT**

This Interim Line Sharing Agreement Amendment (“Agreement”) between Sprint-Florida, Incorporated (“Sprint”) and Rhythms Link Inc. (“CLEC”) is entered into and effective this 5th day of June, 2000. This Agreement is effective as of the date referenced in the preceding sentence, unless prior state regulatory approval is required, and will terminate when a permanent line sharing amendment to the Master Interconnection and Resale Agreement between Sprint and CLEC dated 3/1/00 (“Existing Interconnection Agreement”) is approved by the Florida Public Service Commission (“Commission”) or the expiration date of the Existing Interconnection Agreement between Sprint and CLEC, which ever is earlier.

Sprint and CLEC are referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The definitions set fourth in the Existing Interconnection Agreement are incorporated herein by reference. Additional definitions are as follows:
 - 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.
 - 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.
 - 1.3. 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.
2. Loop Frequency Unbundling - General Provisions
 - 2.1. 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 set forth in Attachment 1 to this Agreement unless otherwise noted.

- 2.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 8.1 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible remote terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.
- 2.3. 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.
 - 2.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.
 - 2.3.2. 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 1 at CLEC's expense.
- 2.4. Reverse ADSL Loops. All CLEC ADSL Transmission Units attached to Sprint's network, including those integrated into DSLAMs, should either reside within a Sprint host or remote central office. 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.
- 2.5. 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.
- 2.6. 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:
 - 2.6.1.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

2.6.1.2. 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).

2.7. 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.

2.8. 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:

2.8.1. 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;

2.8.2. 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.

2.8.3. The pricing as set forth in this 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.

3. Information to be Provided

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

3.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

3.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

3.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

3.2. 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:

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

3.2.2. 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);

3.2.3. 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.

3.3. 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.

4. Conditioning, Testing, Maintenance

4.1. 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 Attachment 1. 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.

4.2. 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.

4.3. 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 to this Agreement. 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 3.2 above 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.

- 4.4. 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.
- 4.5. 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.

5. Deployment and Interference

- 5.1. 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.
- 5.2. 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:
 - 5.2.1. complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 5.2.2. is approved by an industry standards body, the FCC, or any State Commission or;
 - 5.2.3. 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 4.2.3, 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.

- 5.3. 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.
 - 5.4. 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.
 - 5.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.2, the degraded service shall not prevail against the newly deployed technology.
 - 5.6. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
6. Splitters
- 6.1. 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. 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.

7. Forecast

7.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis. 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.

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

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

8. Modification

8.1. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

8.2. Section 8.1 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection

arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

9. Other

9.1 Each Party, whether a CLEC or Sprint, agrees that should it cause any non- xDSL technologies not presumed acceptable pursuant to 5.2 to be deployed or used in connection with or on Sprint facilities, that Party will pay all direct damages associated with any service interruption or other telecommunications service degradation, or damage to the other Party's facilities.

9.2 Sprint and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before industry forums, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. This clause includes but is not limited to: (a) the positions Sprint or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that Sprint or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which Sprint must provide CLEC with access to the HFS UNE.

9.3 All of the provisions in the Existing Interconnection Agreement between Sprint and CLECs are incorporated by reference into this Agreement.

9.4 This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.

9.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.

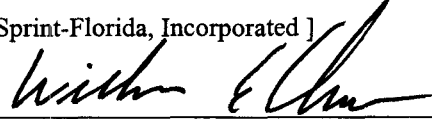
Except as amended herein, the Existing Interconnection Agreement shall remain in full force and effect.

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

"Sprint"

[Sprint-Florida, Incorporated]

By:



Name

(typed):

William E. Cheek

Title:

Vice President - Sales &
Account Management

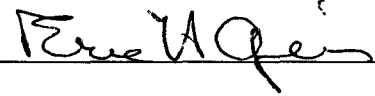
Date:

6/9/00

"CLEC"

[Rhythms Links, Inc.]

By:



Name

(typed):

Eric H. Geis

Title:

Senior Vice President of Regulatory
Affairs and Deployment

Date:

June 2, 2000

Attachment 1

UPDATED: 5/30/00			
Product		Florida	
		Recurring Rate	NRC Rate
LINE SHAPING			
	Per Loop OSS MCR	\$0.76	
	3 Jumper		\$21.60
	4 Jumper		\$28.07
LINE QUALIFICATION			
	Loop Inquiry		\$28.20
LINE CONDITIONING			
The following charges applies to all xDSL capable loops that are shorter than 18,000 feet . Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
Load Coil Removal			\$1.44
LINE CONDITIONING - per Location			
	Engineering Charge - one per loop conditioned below		\$28.03
	Trip Charge - one per loop conditioned below		\$15.59
Load Coil Removal; Loops Over 18K Feet			
	Unload cable pair, UG, loop, per location		\$397.39
	Unload add'l cable pair, UG,same time, location & cable, loop		\$3.06
	Unload cable pair, AE, loop, per location		\$6.96
	Unload add'l cable pair, AE, same time, location & cable,loop		\$1.61
	Unload cable pair, BU, loop, per location		\$6.96
	Unload add'l cable pair, BU, same time, location & cable, loop		\$1.61
Remove Bridged Tap			
	Remove Bridged Tap, UG, per location		\$394.78
	Remove one (1) add'l Bridged Tap, UG, same time, location & cable		\$0.45
	Remove Bridged Tap, AE, per location		\$5.74
	Remove one (1) add'l Bridged Tap, AE, same time, location & cable		\$0.39
	Remove Bridged Tap, BU, per location		\$5.74
	Remove one (1) add'l Bridged Tap, BU, same time, location & cable		\$0.39
Remove Repeaters			
	Remove Repeater, UG, per location		\$394.78

Remove add'l Repeater, UG, same time, location & cable	\$0.45
Remove Repeater, AE, per location	\$5.74
Remove add'l Repeater, AE, same time, location & cable	\$0.39
Remove Repeater, BU, per location	\$5.74
Remove add'l Repeater, BU, same time, location & cable	\$0.39
Loop Trip	
Flat Rate Labor Charge one to four lines on the same order	\$40.00
Additional lines in increments of four lines on the same order	\$40.00
Trouble Isolating and Testing	
	\$66.58

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF RECORDS & REPORTING
BLANCA S. BAYÓ
DIRECTOR
(850) 413-6770

Public Service Commission

June 22, 2000

Susan S. Masterton, Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
Tallahassee, Florida 32318-2214

Re: Docket No. 000755-TP

Dear Ms. Masterton:

This will acknowledge receipt of a petition by Sprint-Florida, Incorporated for approval of amendment to existing interconnection and resale agreement with Rhythms Links Inc., which was filed in this office on June 21, 2000 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Division of Records and Reporting
Florida Public Service Commission