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October 23, 2001

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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COMMISSION
CLERK

Re: Docket No. 010795-TP Stipulation

Dear Ms. Bayó:

Enclosed for filing is the original and fifteen (15) copies of The Parties' Stipulation in Docket No. 010795-TP.

Copies of this have been served pursuant to the attached Certificate of Service.

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

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Enclosure

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Sprint Communications)	Filed: October 23, 2001
Company Limited Partnership for)	
Arbitration with Verizon Florida, Inc. f/k/a)	Docket No.: 010795-TP
GTE Florida, Incorporated, Pursuant to)	
Section 252(b) of the Telecommunications)	
Act of 1996.)	
_____)	

STIPULATION

I. Background

On June 1, 2001, Sprint Communications Company Limited Partnership (“Sprint”) filed for arbitration to resolve issues arising from an attempt to enter into interconnection agreements with Verizon Florida Inc. (“Verizon”). On July 3, 2001, Verizon filed its response to the Petition for Arbitration. By Motion filed September 4, 2001, Sprint sought to have Verizon Advanced Data Inc. (“VADI”) added as a party to this proceeding. On September 11, 2001, Verizon filed its response in opposition to Sprint’s request to add VADI. On September 20, 2001 Sprint withdrew its Motion and Request for Oral Argument,

The Parties have reached an agreement, as described below, to resolve some of the outstanding issues that have been presented for arbitration. All other issues remain unresolved.

Issue: VADI Should be Made a Party to the Contract and this Arbitration

Sprint withdraws its request to add VADI as a party to this proceeding.

Issue 4: Dark Fiber Intermediate Cross-Connects

This issue has been settled. The Parties agree that Sprint may utilize virtual collocation to have Verizon provision the intermediate cross-connects. The Parties agree with respect to this issue that the following language should be inserted into the Interconnection Agreement in the Unbundled Network Element (UNEs) Attachment under Section 2.1.9.4 and the issue dismissed:

- 2.1.9.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 2.1.9.4 Sprint may collocate at an intermediate office the equipment necessary (e.g., a pre-wired, pre-assembled, fiber patch panel) for Sprint to provide dark fiber continuity between two locations and to access Dark Fiber Interoffice Facilities, Dark Fiber Loop, and Dark Fiber Subloop, as defined in Sections 2.10, 2.1.9, 2.2.3, and 2.2.4. Such collocation (including Virtual Collocation) will be provided pursuant to the terms of the Collocation Attachment.
- 2.1.9.5 VERIZON shall perform all work necessary to install a cross connection or a fiber jumper to provide access to unbundled dark fiber, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

Issue 5: Packet Switching Capability

This issue is withdrawn.

Issue 8: Loop Query Information

Issue 8 has been resolved. The Parties agree that the following language will be inserted into the Interconnection Agreement Unbundled Network Elements (UNEs) Attachment under Section 2.20 and Appendix A-1 to the Unbundled Network Elements (UNEs) Attachment:

By the third quarter of 2002, VERIZON will develop and implement a process under which VERIZON will provide to SPRINT, within ten (10) business days of a written Central Office Remote Terminal (CORT) inquiry by SPRINT, the

following information for the Remote Terminals subtending a Verizon Central Office:

- 2.20.1 A list of the Remote Terminals;
- 2.20.2 The address and CLLI Code of each Remote Terminal;
- 2.20.3 The addresses of the end user locations subtending each Remote Terminal, and;
- 2.20.4 The type of feeder cable at each Remote Terminal(copper/fiber).

VERIZON will process SPRINT requests for the information listed above for up to ten (10) Central Offices at any one time.

Interim rates for the information listed above shall be as set forth in Appendix A to the Unbundled Network Elements Attachment.

Until such time as the CORT report is available, Sprint may utilize the Remote Address Report, which is available on the WISE website at:
<http://www.gte.com/wise>.

Central Office Remote Terminal (CORT) Report ¹	\$275.00	\$275.00	N/A	N/A
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¹This charge applies per central office, and is interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Issue 9: Unbundled Network Element Pricing

This issue is withdrawn. The Parties agree that the following language will be inserted into the Interconnection Agreement in Appendix A-1 to the Unbundled Network Elements (UNEs) Attachment:

Sprint and Verizon agree to incorporate into this Agreement the obligations as determined for Verizon by the Florida Commission in the Generic UNE Docket, In re: Investigation into Pricing – Unbundled Network Elements, Phase III, Docket 990649-TP, currently before the Florida Commission, when a determination of the issues associated with UNE pricing in that proceeding becomes effective. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this provision and this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Florida Commission. In this regard neither Party waives any

right it may have regarding the impact of a decision by the FCC or a court of competent jurisdiction regarding the current FCC Rules or the determinations made in the Generic UNE Docket.

Issue 10: Loop Qualification Database

This issue is withdrawn.

Issue 11: Coordinated Testing

This issue is settled. The Parties agree to the following language to be inserted into the Unbundled Network Elements (UNEs) Attachment:

4.7.2 At Sprint's request, upon issuance of the LSR, and as specified therein, Verizon will conduct coordinated testing of unbundled xDSL-capable loops with Sprint at the time of provisioning. The Verizon technician will work with the Sprint center to test the loop being provisioned, which will include the use of tone generating equipment by Sprint and will be done to improve installation process efficiency by providing Verizon with the ability to test CO wiring and facility wiring before the date due. Verizon will contact Sprint when the loop order is completed by calling the toll free (e.g., 800/888) telephone number specified on the order. It is agreed that after calling the Sprint 800/888 telephone number the Verizon technician will not remain on hold for longer than five minutes, and the Verizon technician will not be required to spend more than 15 minutes performing cooperative testing on any single loop. Once Verizon and Sprint determine that the xDSL-capable unbundled loop meets Verizon Technical Requirements for the unbundled loop ordered, Sprint will provide Verizon with a confirmation number and Verizon will complete the order. Verizon will perform repair and maintenance on trouble identified to be in Verizon's network, likewise, Sprint will perform trouble isolation and will perform repair and maintenance on trouble identified to be in Sprint's network.

Issue 13: No Transport Available

This issue is withdrawn. The Verizon proposed language for Section 1.4 of the Collocation Attachment should be incorporated into the Agreement.

Issue 14: Collocation Rates

This issue has been settled based upon a recent modification made by Verizon to its current Collocation tariff in Florida regarding DC Power.

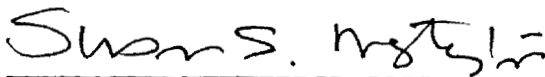
Issue 16: NID Functional Capability

This issue has been settled. The Parties agree with respect to this issue that the following language should be inserted into the Interconnection Agreement in the Unbundled Network Element (UNEs) Attachment under Section 2.4 and the issue dismissed:

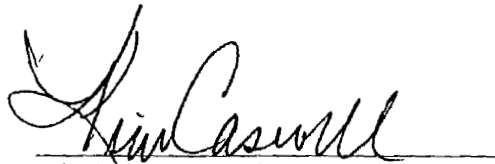
Verizon has agreed to develop and implement a process by the end of the 1st quarter, 2002, which will allow the half ringer to remain on a stand-alone xDSL loop when the half ringer is requested to stay in place, via Service Order activity by Sprint. There will be no additional charge for leaving the half ringer NID in place.

In addition, Verizon has agreed to develop and implement by early in the 3rd quarter of 2002 a process which would allow Sprint to request the installation of a half-ringer on a stand-alone xDSL loop, via Service Order activity by Sprint. Since Verizon has not offered the half ringer NID as a product, the charges for order processing and equipment are "To Be Determined". Charges for provisioning the half ringer NID are as set forth in Appendix A to the Unbundled Network Element Attachment.

DATED THIS 23rd day of October, 2001.



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ATTORNEY FOR
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ATTORNEYS FOR SPRINT

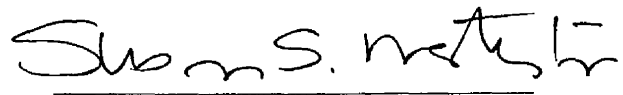
**CERTIFICATE OF SERVICE
DOCKET NO. 010795-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Hand Delivery*, and Overnight Mail**, this 23rd day of October, 2001 to the following:

Verizon Florida, Inc.**
Kimberly Caswell
201 N. Franklin Street, FLTC0007
One Tampa City Center
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