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June 20, 2000

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Lawrence E. Strickling
Chief, Common Carrier Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Mr. Strickling:

GTE Service Corporation and its below-listed affiliates¹ (collectively, "GTE") were fully compliant with the Commission's requirement for line sharing on June 6, 2000.² To achieve this success, GTE dedicated enormous resources to not only offer line sharing in a timely manner, but in a manner that took the competitive local exchange carrier ("CLEC") and data local exchange carrier ("DLEC") interests into account from the beginning of the process. The activities needed for implementation included conducting a technical trial with CLEC/DLEC customers, creating internal methods and procedures as well as interconnection agreement amendments, developing a Mechanized Loop Qualification and Verification ("MLQV") program, and revising GTE's website that provides information to CLEC/DLEC customers.

To ensure customer input was an integral part of GTE's implementation, GTE sent a request to CLECs/DLECs in California soliciting their participation in a line sharing trial that began in March 2000. Covad Communications Company, NorthPoint Communications Incorporated, and Rhythms Links Inc. chose to be full participants in that trial. Resultant systems, practices, and procedures developed for line sharing in California were done on a collaborative basis with the CLECs/DLECs and have been incorporated throughout GTE.

Attachment A to this letter provides a list of key milestone meetings during the California line sharing trial. Attachment B provides an example of the line sharing amendment to the interconnection agreement, specifically the amendment for GTE California and NorthPoint Communications Incorporated. The line sharing amendment includes a list of California sites where GTE will provide splitters.

¹ GTE Alaska Incorporated, GTE Arkansas Incorporated, GTE California Incorporated, GTE Florida Incorporated, GTE Hawaiian Telephone Company Incorporated, The Micronesian Telecommunications Corporation, GTE Midwest Incorporated, GTE North Incorporated, GTE Northwest Incorporated, GTE South Incorporated, GTE Southwest Incorporated, Contel of Minnesota, Inc., GTE West Coast Incorporated, Contel of the South, Inc.

² Deployment of Wireline Services Offering Advanced Telecommunications Capability, Third Report and Order, CC Docket No. 98-147 and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Fourth Report and Order, CC Docket No. 96-98, FCC 99-355 (rel. Dec. 9, 1999) ("Line Sharing Order") at ¶ 161.

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In parallel with the California line sharing trial, GTE negotiated national agreements with numerous CLECs/DLECs. National agreements, effective on June 6, 2000, that allow the placing of line sharing orders are in place for the following CLEC/DLEC customers in the states shown:

FirstWorld Communications Inc. - CA
Rhythms Links Inc. – CA, NC, FL, WA
NorthPoint Communications Inc. – CA, NC, FL, WA, VA, OR, IL, OH
Covad Communications Company – CA
DSLnet Communications, LLC – CA, NC, FL, TX, PA, VA
New Edge Networks – FL, SC, TX, WA, OR

Attachment C provides an example of the line sharing amendment to the national interconnection agreement, specifically the amendment for GTE Florida and NorthPoint Communications Incorporated. As with the California line sharing amendment, the national amendment, specific to state, includes a list of sites where GTE will provide splitters. The attached line sharing amendment is specific to Florida and lists sites where GTE will provide splitters.

GTE also updated and enhanced its CLEC/DLEC website, www.wwwclecsupport.com. Information provided through the website includes Getting Started, Business Rules, CLEC Guide, Forms, Resale Services, Unbundled Network Elements (“UNEs”), Directory, Interconnection, Change Management Process, and Training. Included in the CLEC Guide are Billing, Electronic Options, Escalation, Ordering, Pre-Ordering, Provisioning, and UNEs. Line sharing was added to the UNE section of the website. This section contains an explanation of line sharing configurations, line sharing conditions, ordering guidelines, monthly recurring charges, and other information. Loop qualification was added as part of the CLEC Guide, Electronic Options Section. A definition of loop qualification is available along with instructions to access GTE’s Wholesale Internet Services Engine (“WISE”) website. Attachment D provides examples of screens from the website.

GTE’s MLQV program, which is responsive to the UNE Remand Order³ and the Line Sharing Order, was developed and implemented to be compliant with the direction that the incumbent local exchange carrier (“ILEC”) must provide requesting CLECs/DLECs with nondiscriminatory access to the same detailed loop information that is available to the ILEC. This information includes: (1) composition of the loop material, including but not limited to fiber optics or copper; (2) the existence, location and type of any electronic or other equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; (3) the loop length, including the length and location of each type of transmission media; (4) the wire

3

Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order, FCC 99-238 (rel. Nov. 5, 1999) (“UNE Remand Order”) at ¶ 426-427.

Lawrence E. Strickling
June 20, 2000
Page 3

gauge(s) of the loop, and (5) the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

GTE developed its MLQV program to ensure that CLECs/DLECs would obtain the same loop make-up detail that GTE obtains for its internal retail operations. This system was made available on May 17, 2000, and enables the CLEC/DLEC to make an independent judgment about whether a loop is capable of supporting advanced services.

GTE's MLQV program provides, on a nondiscriminatory basis, an electronic method of obtaining loop data formatted in accordance with the Ordering Billing Forum ("OBF") guidelines. The OBF establishes an accepted industry standard format for parameters and data sets for loop qualification information to be passed between companies. The CLECs/DLECs utilize a Graphical User Interface ("GUI") on GTE's Internet based WISE website. This access was chosen because CLECs/DLECs currently utilize this interface on a regular basis. Access to the interface is controlled by password and digital certificates to ensure that only authorized CLECs/DLECs can access the program. The interface provides a format for accessing the MLQV program that is familiar to the CLECs/DLECs and is menu driven. All of the existing WISE online support documentation was modified to support this new application. A more detailed explanation of the MLQV program (in Q&A format) is included as Attachment E.

To ensure CLECs/DLECs would receive immediate assistance if any difficulties were encountered on June 6 or any day thereafter, a "SWAT" team was established by GTE. SWAT team members are available to immediately resolve implementation difficulties, assist CLEC/DLECs with training to place orders or obtain loop makeup information, facilitate order processing, etc. To date, the SWAT team has not been called into action.

In sum, GTE has expended enormous resources to consider customer needs, to provide parity, and to successfully comply with the June 6, 2000 effective date for line sharing.

For any additional information requests regarding line sharing, please contact Scott Randolph, Director - Regulatory Matters, at (202) 463-5293.

Sincerely,



Alan Ciamporcero
Vice President-Regulatory Affairs

Attachments (5)

ATTACHMENT A

GTE Line Sharing Negotiations Sessions with CLEC Coalition

Face to Face Sessions

March 8 & 9	San Francisco
March 20 & 21	San Francisco
April 17 & 18	Dallas
May 10 & 11	San Francisco
May 24	Dallas

Conference Calls

March 24
March 31
April 4
May 18
May 26
May 30
May 31

- GTE hosted the sites and conference bridges for all face to face and conference calls up to the May 24 session in Dallas.

CLECs Involved

Covad
DSLnet
New Edge
NorthPoint
Rhythms

ATTACHMENT B

**LINE SHARING AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE CALIFORNIA INCORPORATED
AND
NORTHPOINT COMMUNICATIONS INCORPORATED**

THIS LINE SHARING AMENDMENT to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective January 18, 1999, is by and between GTE California Incorporated ("GTE") and NorthPoint Communications Incorporated ("NorthPoint") (GTE and NorthPoint being referred to collectively as the "Parties" and individually as a "Party"). This Line Sharing Amendment covers services in the state of California (the "State").

RECITALS

WHEREAS, the Agreement was approved by the Commission's Order dated January 4, 1999 in Advice Letter No. 8852 ("Agreement"); and

WHEREAS, the *Administrative Law Judge's Ruling on Line Sharing* issued on May 26, 2000 in Rulemaking 93-04-003 and Investigation 93-04-002 (the "ALJ Ruling") directed GTE to file with the Public Utilities Commission of California (the "Commission") by June 2, 2000 this offer to amend the Agreement.

1. The Agreement shall be amended by the addition of the following Article:

**ARTICLE VI A
LINE SHARING**

1. General.

- 1.1 Description of Service. For purposes of this Agreement, line sharing is access to the high frequency portion of the loop network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by GTE to carry analog circuit-switched voiceband transmissions. GTE shall provide line sharing to the NorthPoint on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.

- 1.2 Basic Requirements. The following requirements shall serve as conditions to GTE's obligation to provide line sharing hereunder:

- (a) Line sharing will be permitted for any ADSL or voice compatible xDSL ("DSL") technologies that do not significantly degrade other advanced services or traditional voice band services, including without limitation Asymmetric Digital Subscriber Line ("ADSL"), Rate-Adaptive ADSL, and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become

available, the parties will address their possible deployment, consistent with the requirements of FCC Rules 51.230, 51.233 and paragraphs 201-205 of the Line Sharing Order. The DSL technology used by NorthPoint will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.

(b) GTE provides retail analog circuit switched voice band service ("Voice Service") on the loop to the same end-user for which NorthPoint provides the DSL line sharing service. If GTE discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, GTE shall provide notice to NorthPoint via e-mail that the Voice Service will be discontinued. Within three (3) business days after such notice, NorthPoint may notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If NorthPoint fails to make an affirmative election during said three (3) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption (except for momentary interruptions as described in the ALJ Ruling) of such DSL service without line sharing.

(c) GTE shall be restricted from decommissioning a copper loop when to do so unreasonably eliminates NorthPoint's ability to offer, or to continue to provide, xDSL service. For existing end-users with line sharing DSL service, GTE shall provide no less than three (3) business days notice to NorthPoint via e-mail that it intends to decommission the line shared copper loop. During such three (3) business day period, NorthPoint shall notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If NorthPoint fails to make an affirmative election during said three (3) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption (except for momentary interruptions as described in the ALJ Ruling) of such DSL service without line sharing.

1.3 Availability. Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

(a) The end-user has Voice Service from GTE and wishes to add DSL service from NorthPoint.

(b) The end-user has Voice Service and DSL service from GTE and wishes to convert the DSL service to NorthPoint.

(c) The end-user wishes to establish both new Voice Service from GTE and new DSL service from NorthPoint, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.

(d) The end-user has Voice Service from GTE and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to NorthPoint.

At this time, line sharing will not be available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, GTE shall not

provide line sharing to more than one competitive local exchange carrier per loop. Subject to the reservation of rights and limitations set forth in Section 1.4, GTE shall abide by the requirements of orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding (Rulemaking (R.) 93-04-003/Investigation (I.) 93-04-002) regarding the provisioning of line sharing over the UNE platform.

1.4 Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of the ALJ Ruling, orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See, GTE Service Corporation, et al. v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; and (f) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. NorthPoint further reserves the right to seek to have this Article be construed and interpreted to enable NorthPoint to offer the broadest possible array of advanced services to consumers in the State of California. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

1.5 Further Assurances. The Parties understand that both industry and GTE standards and processes applicable to line sharing, including, without limitation, loop qualification, ordering provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes and to document the same for purposes of this Agreement, as necessary and appropriate.

1.6 Customer Education. GTE and NorthPoint shall make end-users aware of the following conditions and requirements:

(a) The end-user should call GTE for problems related to its Voice Service. The end-user should call its NorthPoint contact for problems related to its DSL service.

(b) The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the end-user may also be unable to use DSL services for some period of time.

(c) Subject to the requirements of Sections 1.2(b) and (c), end-users will not be able to use NorthPoint line shared DSL services if GTE Voice Services on the shared line are cancelled or terminated for any reason.

2. Operations Matters.

2.1 Copper Network. Except as otherwise provided in Section 2.2, GTE shall provide line sharing to NorthPoint utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in GTE's serving wire center that is jumpered and cross-connected to a NorthPoint collocation arrangement located in said serving wire center. At the serving wire center, GTE shall connect the line to a NorthPoint tie cable via a GTE-provided jumper; provided, however, that NorthPoint must first have obtained said tie cable from GTE to connect to NorthPoint's collocation arrangement.

2.2 Fiber-Fed DLC Network. GTE shall provide line sharing to NorthPoint over Digital Loop Carrier ("DLC") to the extent required pursuant to Applicable Law, including the orders rendered in the Interim Arbitration, Line Sharing Phase of the OANAD proceeding, and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).

2.3 Splitter Options. To utilize line sharing, NorthPoint must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) in the central office that serves the end-user of the shared line. NorthPoint may obtain access to said splitter via the following options. Prior to June 6, 2000, GTE shall equip central offices with a GTE-owned splitter as described in Option No. 2 below. NorthPoint agrees to use this configuration for initial line sharing in the central offices that GTE commits to have fully operational on or before June 6, 2000 (assuming that unforeseen delays in the availability of necessary equipment and/or labor, or other circumstances beyond GTE's control, do not occur) as set forth on Exhibit 1 attached hereto. For those central offices that GTE cannot commit to have fully operational with a GTE-owned splitter on or before June 6, 2000, NorthPoint may choose to deploy its own splitter as described in Option No. 1 below. GTE shall provide NorthPoint with written notice in the event that Exhibit 1 needs to be revised due to unforeseen delays or other circumstances beyond GTE's reasonable control. For any central office in which NorthPoint chooses to install its own

splitter, GTE agrees to install any additional tie cables required by NorthPoint, in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. Notwithstanding anything to the contrary herein, any splitter installed by NorthPoint or GTE shall: (1) comply with ANSI T1E1 standards and GTE NEBS policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance.

(a) Option No. 1: CLEC Owned Splitter Located in the Collocation Arrangement of NorthPoint. NorthPoint may choose to obtain the splitter directly and place the splitter in its collocation arrangement. NorthPoint shall purchase and own the splitter. Under this option, both the non-NorthPoint voice traffic and the NorthPoint-provided DSL services will arrive at the NorthPoint collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. NorthPoint will retain the DSL traffic and will return the voice traffic to GTE, over a separate CLEC tie pair assignment.

(b) Option No. 2: GTE Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE. NorthPoint may choose to have GTE purchase and own the splitter and locate the splitter in an area in the serving wire center to which NorthPoint does not have access (*e.g.*, on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at GTE's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. In this scenario, NorthPoint shall obtain the splitter functionality on an individual "port-at-a-time" basis. GTE shall perform all maintenance and repair work (as detailed further below in Section 2.11). NorthPoint shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the splitter and then from the splitter to NorthPoint's collocation arrangement. Under this Option, GTE shall provide to NorthPoint loop and splitter functionality that is compatible with any transmission technology that NorthPoint seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to FCC Rule 51.230.

(c) Option No. 3: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE Via Virtual Collocation. GTE shall offer NorthPoint an additional option under which it may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which NorthPoint does not have access. In this scenario, NorthPoint shall obtain the splitter functionality on a "shelf at-a-time" basis. GTE shall perform all maintenance and repair work. NorthPoint shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the virtually collocated splitter and then from the splitter to NorthPoint's collocation arrangement. GTE shall offer NorthPoint virtual collocation under this Option in accordance with the terms of the GTE federal collocation tariff (FCC Tariff No. 1), provided, however, that for purposes

of this Agreement, the Parties shall treat the tariff rates applied to the virtual collocation of a splitter as interim, and subject to true-up, in accordance with the terms outlined in Section 3.1. During the sixty (60) day period following the effective date of this Article, the Parties agree to cooperate in the negotiation and development of any terms necessary to implement virtual collocation for line sharing. Any interim rates established pursuant to such negotiation shall be subject to true-up in accordance with the terms outlined in Section 3.1.

2.4 Collocation. GTE will revise collocation applications to include requests for information regarding line sharing equipment. NorthPoint will specify its requirements for line sharing on the collocation application for that central office. If NorthPoint's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to NorthPoint's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. GTE shall process all NorthPoint applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs.

2.5 Transport. GTE shall make available to NorthPoint interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement and/or applicable GTE tariffs.

2.6 End-User Premise Equipment. NorthPoint must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premise to receive separate Voice Services and DSL services across the same loop. NorthPoint is also responsible for the installation and maintenance of such equipment. NorthPoint shall determine the necessary customer premises equipment.

2.7 Pre-ordering. During pre-ordering, GTE shall provide CLEC with nondiscriminatory access to the Loop Makeup Information required by FCC Rule 51.319(g) including, but not limited to, the following:

(a) The composition of the available loop material (including without limitation fiber optics and copper);

(b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);

- (c) Loop length, including the segment length and location of each type of transmission media;
- (d) Loop length by wire gauge; and
- (e) The electrical parameters of the loop.

As of the effective date of this Article, GTE shall provide the above information via a WEB GUI. As soon as possible, GTE shall enable NorthPoint to access all Loop Makeup Information available to itself or to its affiliates contained in any system, database, or record consistent with the requirements set forth in the FCC Rules and Orders.

2.8 Ordering. As of the effective date of this Article, GTE shall enable NorthPoint to perform all ordering functions via a real-time, electronic interface, as soon as possible after the interface becomes available. Until such time as a real-time, electronic interface is made available to NorthPoint by GTE, GTE shall enable NorthPoint to order line sharing, or the conditioning of lines, via a Web GUI. The Parties will cooperate in the development and deployment of these processes and systems to better facilitate line sharing.

2.9 Provisioning. GTE will work cooperatively with NorthPoint to prioritize the order and timeframe in which GTE will complete deployment of POTS splitters and other equipment necessary to provision line sharing in GTE's offices where NorthPoint is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where NorthPoint notifies GTE of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by GTE solely for wholesale capacity planning purposes. As soon as a central office has the splitter installed, GTE will begin accepting orders for lines served by that office. GTE will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (eleven (11) business days). The Parties acknowledge that these intervals are subject to change based on systems mechanization, changes in Applicable Law (including, without limitation new OSS requirements), order volumes and other agreed upon procedures that better facilitate line sharing, provided, however, that such intervals shall remain at parity with GTE's DSL retail provisioning intervals, as provided in Commission Docket R.97-10-016 and I. 97-10-017.

2.10 Conditioning. NorthPoint may order conditioning of shared lines, which may involve: (a) the removal of bridge taps, filter, extenders and load coils; (b) a line and station transfer; and/or (c) Digital Added Main Line (DAML) (consistent with the provisions of section 2.13 of this Agreement). GTE will perform loop conditioning if the loop loss for voice services is less than -8.0dB. Conditioning will not be provided in circumstances where such conditioning significantly degrades other advanced services or

traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.

2.11 Testing, Repair and Maintenance.

(a) So that NorthPoints have nondiscriminatory access to the loop facility for testing, repair and maintenance, NorthPoint shall have physical and remote test access to the test head, e.g. the physical loop test access point at the splitter, twenty-four hours a day, seven days a week. GTE shall provide CLECs with equivalent electronic access to any testing functionality which GTE and/or GTE's affiliates utilize to provide DSL services. For example, GTE will provide CLECs remote test access via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.com/wise>) 4-Tel loop testing mechanism. GTE is responsible for all testing of facilities and equipment terminated to its main distribution frame and NorthPoint is responsible for all testing of facilities located within its collocation space. GTE reserves the right to seek access to NorthPoint's collocation space to conduct reasonably necessary testing, repairs or maintenance when NorthPoint owns the splitter, as provided under Option No. 1 of Section 2.3 above. For line sharing testing purposes (i.e., high frequency spectrum only), NorthPoint's point of demarcation will be within the NorthPoint's collocation space.

(b) GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premise and NorthPoint demarcation point in the central office. NorthPoint will be responsible for repairing its DSL services and any end user related DSL component at the end-user premise. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by NorthPoint, GTE shall conduct any necessary repair work for line sharing on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and NorthPoint is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE owns the splitter and does not provide NorthPoint with access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017.. Where NorthPoint owns the splitter, NorthPoint is responsible for performing maintenance, repair and testing on the splitter.

(c) GTE and NorthPoint agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. GTE and NorthPoints will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, GTE and NorthPoint will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where GTE has isolated a

trouble with the Voice Service to be in NorthPoint provided equipment. GTE shall notify NorthPoint and NorthPoint will be required to clear the trouble associated with the GTE lifeline voice services. Where such troubles are not cleared within 3 hours, GTE will strap-through the voice service on the GTE main distribution frame, isolating NorthPoint equipment from the GTE loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. NorthPoint is responsible for informing GTE of any life line data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by GTE.

(d) GTE shall not consider installation of line-sharing to be complete until NorthPoint has affirmatively accepted the installation. GTE shall test the high frequency portion of the loop for copper continuity and for pair balance prior to completing the installation. Once GTE completes such testing and obtains passing results, GTE shall inform CLEC that GTE believes the installation has been properly performed. At this point, NorthPoint shall either accept the line without conducting its own testing, or shall conduct its own test of the line shared loop. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is capable of being used to provide DSL services, CLEC shall accept the line-shared loop from GTE. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is not capable of being used to provide DSL services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until the problem is resolved to the satisfaction of the Parties, the installation will be deemed by the parties to be an incomplete, failed installation.

2.12 End-Users with Burglar Alarm Systems. The Parties acknowledge that the high frequencies associated with DSL can cause interference with some burglar alarm systems, resulting in false alarms, or in some instances, impair the alarm system to the point that it becomes inoperative. To mitigate these issues, for DSL customers with burglar alarm systems, GTE generally takes the following preventive actions: (a) where the burglar alarm system interfaces the inside wiring of the customer premise via an RJ11 jack, GTE places a micro-filter between the burglar alarm dial-up unit and the inside wiring; and (b) where the burglar alarm system is "hard-wired" to the inside wiring at the customer premises, GTE places a splitter to isolate the high frequency data signals from the burglar alarm system dial-up unit. When NorthPoint provides line sharing services to an end-user, NorthPoint shall be required to inquire and to determine whether the end-user customer has a burglar alarm system. For customers with burglar alarm systems, NorthPoint is responsible for taking the necessary preventive actions to ensure that the end-user's burglar alarm system remains operative and the high frequencies associated with line sharing services do not interfere with its operation.

2.13 DAML Removal. Upon NorthPoint request, GTE shall be required to remove a Digital Added Main Line ("DAML") when the DAML is used to serve a single end-user and that end-user agrees to the removal. NorthPoint shall be obligated to obtain consent from the end-user prior to requesting such DAML removal. Said consent shall

evidence that the end-user knowingly and voluntarily agrees to the discontinuation of any and all services associated with the additional lines which shall be terminated as a result of such DAML removal. NorthPoint is only obligated to obtain said consent so long as GTE obtains the same consent for its own end-users.

3. Financial Matters.

3.1 Interim Pricing. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Exhibit 2.¹ Notwithstanding anything in this Agreement to the contrary, these rates and charges are interim pending the outcome of the Commission's rate proceeding regarding line sharing in the OANAD proceeding. GTE asserts that GTE's interim pricing proposal does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, DAML removal, etc.). GTE will present these costs and seek recovery for them (including a retroactive true-up) in the OANAD line sharing phase. To the extent that the OANAD line sharing rates for GTE (the "OANAD Line Sharing Rates"), or the terms and conditions for application of the OANAD Line Sharing Rates, are different than specified in this Section, the OANAD Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order. Upon the issuance of such an order, the OANAD Rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which the OANAD Line Sharing Rate order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said order. GTE shall establish the memorandum accounts required by the ALJ Ruling.

3.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain of the rates, charges or terms established in OANAD or any other proceeding (including, without limitation, the OANAD Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective

¹ Collocation is a prerequisite to line sharing. NorthPoint must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in GTE's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 1.4; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the OANAD proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the amendment to this Agreement regarding line sharing. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 3.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledges that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

3.3 Loop Costs. In developing its interim prices set forth in Section 3.1, GTE did not include any direct loop costs. GTE's pricing methodology, however, is premised on the assumption that GTE will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If GTE cannot recover all its costs, then GTE's pricing methodology must change and GTE reserves the right to require such a change. Also, GTE does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and GTE reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.

3.4 Billing. Billing for line sharing will be handled via the GTE CBSS system, consistent with the billing for UNE loops.

2. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.
4. This Amendment shall become effective upon the later to occur of June 6, 2000 or the date the Parties shall execute the same (the "Effective Date"). The term of this Amendment shall be coterminous with the Agreement.
5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.
6. This Amendment, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior

agreements between the Parties and merges all prior discussions between the Parties, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Effective Date.

GTE California Incorporated

NorthPoint Communications Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

GTE CALIFORNIA INCORPORATED
EXHIBIT 2-LINE SHARING PRICING

<u>Line Sharing Elements</u>	CLEC-Owned Splitter		ILEC-Owned Splitter	
Monthly Recurring Charges (MRCs)				
Loop - Copper Splitter	\$ 3.00	a	\$ 3.00	a
Collocation - Cross Connect (collocation area to MDF)	-	b	5.00	k
Conditioning (if requested)	***	c	***	c
	1.50	d	1.50	d
Non-Recurring Charges (NRCs)				
Service Order				
Initial (Manual)	\$ 53.54	e	\$ 53.54	e
Add'l (Manual)	3.47	f	3.47	f
Initial (Semi-Mech)	26.86	g	26.86	g
Add'l (Semi-Mech)	3.47	h	3.47	h
Provisioning				
Jumper Activity - Initial	27.67	i	31.28	l
Jumper Activity - Add'l	17.02	j	21.15	m

Notes

- a Final Arbitrator's Report, 6.22.
- b Splitter charge not applicable. CLEC owns and maintains splitter in own collocation area.
- c Prices for cross connect services are governed by the **CLEC's interconnection agreement with GTE. This is line sharing item, but according to Final Arbitrator's Report, will be subject to true-up. Two cross-connects are required for the CLEC-owned splitter configuration. One cross-connect is required for the ILEC-owned splitter configuration.
- d Source: Final Arbitrator's Report, 6.28. Also, GTE Tariff FCC No.1 (39th revised p.179).
- e GTE proposed charge of \$107.07 x 50% reduction from Final Arbitrator's Report, 6.27. Initial charge applicable initial line ordered for each end user.
- f GTE proposed charge of \$6.94 x 50% reduction from Final Arbitrator's Report, 6.27. Additional charge applies each additional line ordered for same end user at same location at same time.
- g GTE proposed charge of \$53.71 x 50% reduction from Final Arbitrator's Report, 6.27. Initial charge applicable initial line ordered for each end user.
- h GTE proposed charge of \$6.94 x 50% reduction from Final Arbitrator's Report, 6.27. Additional charge applies each additional line ordered for same end user at same location at same time.
- i Final Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- j Final Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user a same location at same time.
- k Final Arbitrator's Report, 6.30.
- l Final Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- m Final Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user a same location at same time.

**GTE CENTRAL OFFICE INITIAL SPLITTER DEPLOYMENT
California**

Alamitos	Mar Vista	Westminster
Aliso	Montebello	Westwood
Alondra	Montecito	Whittier South
Apple Valley	Morgan Hill	Yucaipa
Artesia	Murrieta	
Baldwin Park	Newbury Park	
Banning	Norwalk	
Beaumont	Novato	
Bel Air	Ontario Main	
Bellflower	Pacific Palisades	
Blossom Hill	Palm Desert	
Bradley	Palm Springs East	
Bundy Sm	Palos Verdes	
Bushard	Perris	
Calimesa	Pico	
Camarillo	Pomona	
Carpinteria	Rancho Mirage	
Chino	Redlands	
Claremont	Redondo	
Clark	Rolling Hills	
Conejo	Rowland	
Covina	San Bernardino	
Cucamonga	San Dimas	
Del Amo	Santa Barbara	
Del Rey	Santa Maria	
El Nido	Santa Monica	
Gilroy	Santa Ynez	
Glendora	Sepulveda	
Goleta	Sierra Madre	
Granada Hills	Slater	
Hesperia	Stadium	
Huntington Beach	Sun City	
La Habra	Sunset	
La Puente	Termino	
La Verne	Thousand Oaks	
Laguna Beach	University	
Lancaster	Upland	
Las Positas	Uptown	
Lompoc	Valley View	
Long Beach Main	Victorville	
Manhattan	Walnut	
Manteca	Warner	
Maple Grove	West Los Angeles	

ATTACHMENT C

**LINE SHARING AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE FLORIDA INCORPORATED
AND
NORTHPOINT COMMUNICATIONS INCORPORATED**

THIS LINE SHARING AMENDMENT to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective January 19, 1999, is by and between GTE Florida Incorporated and NorthPoint Communications Incorporated ("NorthPoint") (GTE and NorthPoint being referred to collectively as the "Parties" and individually as a "Party"). This Line Sharing Amendment covers services in the state of Florida (the "State").

RECITALS

WHEREAS, the Agreement was approved by the Commission's Order dated January 19, 1999 in Docket No. 981582 ("Agreement"); and

WHEREAS, GTE and NorthPoint are entering into this Amendment to implement the Federal Communications Commission's ("FCC") Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order").

1. The Agreement shall be amended by the addition of the following Article:

**ARTICLE VII A
LINE SHARING**

1. General.

1.1 Description of Service. For purposes of this Agreement, line sharing is access to the high frequency spectrum network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by GTE to carry analog circuit-switched voiceband transmissions. GTE shall provide line sharing to the NorthPoint on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.

1.2 Basic Requirements. The following requirements shall serve as conditions to GTE's obligation to provide line sharing hereunder:

(a) Line sharing will be permitted for any ADSL or voice compatible xDSL ("DSL") technologies that are presumed acceptable for deployment pursuant to applicable FCC rules and orders, including without limitation Asymmetric Digital Subscriber Line ("ADSL"), G.Lite, Rate-Adaptive ADSL and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become

available, the parties will address their possible deployment, consistent with the requirements of applicable FCC rules and orders. The DSL technology used by NorthPoint will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.

(b) GTE provides retail analog circuit switched voice band service ("Voice Service") on the loop to the same end-user for which NorthPoint provides the DSL line sharing service. If GTE discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, GTE shall provide notice to NorthPoint via e-mail that the Voice Service has been discontinued. Within five (5) business days after such notice, NorthPoint shall notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If NorthPoint does not make an affirmative election during said five (5) business day period, option (i) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation of such DSL service without line sharing and without interruption.

(c) For existing end-users with line sharing DSL service, GTE shall provide no less than five (5) business days notice to NorthPoint via e-mail that it intends to decommission the line shared copper loop. During such five (5) business day period, NorthPoint shall notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If NorthPoint does not make an affirmative election during said five (5) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation of such DSL service without line sharing and without interruption.

1.3 Availability. Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

(a) The end-user has Voice Service from GTE and wishes to add DSL service from NorthPoint.

(b) The end-user has Voice Service and DSL service from GTE and wishes to convert the DSL service to NorthPoint.

(c) The end-user wishes to establish both new Voice Service from GTE and new DSL service from NorthPoint, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.

(d) The end-user has Voice Service from GTE and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to NorthPoint.

At this time, line sharing will not be available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, GTE shall not provide line sharing to more than one competitive local exchange carrier per loop.

1.4 Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; (f) to continue to assert that the discontinuance of Splitter Option No. 2 is unlawful, illegal, and improper, and (g) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(f) above or any other actions. NorthPoint further reserves the right to seek to have this Article be construed and interpreted to enable NorthPoint to offer the broadest possible array of advanced services to consumers in the State. The Parties' consent herein shall not be considered a waiver of any rights granted or clarified by the FCC or the Commission. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry fora, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

1.5 Further Assurances. The Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of necessary and appropriate standards and processes for the implementation of line sharing, and to document the same for purposes of this Agreement.

1.6 Customer Education. GTE and NorthPoint shall make end-users aware of the following conditions and requirements:

(a) The end-user should call GTE for problems related to its Voice Service. The end-user should call its NorthPoint contact for problems related to its DSL service.

(b) The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be

inoperative. the end-user may also be unable to use DSL services for some period of time.

(c) Subject to the requirements of Sections 1.2(b) and (c), end-users will not be able to use NorthPoint line shared DSL services if GTE Voice Services on the shared line are cancelled or terminated for any reason.

2. Operations Matters.

2.1 Copper Network. Except as otherwise provided in Section 2.2, GTE shall provide line sharing to NorthPoint utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in GTE's serving wire center that is jumpered and cross-connected to a NorthPoint collocation arrangement located in said serving wire center. At the serving wire center, GTE shall connect the line to a NorthPoint tie cable via a GTE-provided jumper; provided, however, that NorthPoint must first have obtained said tie cable from GTE to connect to NorthPoint's collocation arrangement.

2.2 Fiber-Fed DLC Network. GTE shall provide line sharing to NorthPoint over Digital Loop Carrier ("DLC") to the extent required pursuant to Applicable Law, and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with DSL-capable DLC equipment installed). Fiber fed DLC includes a fiber feeder loop from the central office to the remote terminal.

2.3 Splitter Options. To utilize line sharing, NorthPoint must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) in the central office that serves the end-user of the shared line. NorthPoint may obtain access to said splitter via the following options. Notwithstanding the foregoing, prior to June 6, 2000, GTE shall equip as many central offices as possible with a GTE-owned splitter as described in Option No. 2 below. NorthPoint agrees to use this configuration for initial line sharing in the central offices that GTE commits to have fully operational on or before June 6, 2000 (assuming that unforeseen delays in the availability of necessary equipment and/or labor, or other circumstances beyond GTE's control, do not occur) as set forth on Exhibit 1 attached hereto. For those central offices that GTE cannot commit to have fully operational with a GTE-owned splitter on or before June 6, 2000, NorthPoint may choose to deploy its own splitter as described in Option No. 1 below. GTE shall provide NorthPoint with written notice in the event that Exhibit 1 needs to be revised due to unforeseen delays or other circumstances beyond GTE's reasonable control. For any central office in which NorthPoint chooses to install its own splitter, GTE agrees to install any additional tie cables required by NorthPoint, in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. GTE will discontinue Option No. 2 effective on the earlier to occur of December 15, 2000 or the termination of this Agreement (the "Option No. 2 Termination Date"). GTE,

at its discretion however, may continue Option No. 2 past the Option No. 2 Termination Date. NorthPoint shall have the right to the Option No. 2 alternative during the period until the Option No. 2 Termination Date, provided, however, that GTE shall discontinue deploying splitters effective on such date. GTE's discontinuance of Option No. 2 shall not diminish its obligation to complete initial splitter deployment in the central offices identified on Exhibit 1. NorthPoint will be permitted to continue to utilize GTE owned splitters that have been assigned to it as of the Option No. 2 Termination Date, until the line sharing service applicable to such splitter as of such date has been discontinued or terminated by NorthPoint. Notwithstanding anything to the contrary herein, any splitter installed by NorthPoint or GTE shall: (1) comply with ANSI T1E1 standards and NEBS standards; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance.

(a) Option No. 1: CLEC Owned Splitter Located in the Collocation Arrangement of NorthPoint. NorthPoint may choose to obtain the splitter directly and place the splitter in its collocation arrangement. NorthPoint shall purchase and own the splitter. Under this option, both the non-NorthPoint voice traffic and the NorthPoint-provided DSL services will arrive at the NorthPoint collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. NorthPoint will retain the DSL traffic and will return the voice traffic to GTE, over a separate CLEC tie pair assignment.

(b) Option No. 2: GTE Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE. NorthPoint may choose to have GTE purchase and own the splitter and locate the splitter in an area in the serving wire center to which NorthPoint does not have access (*e.g.*, on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at GTE's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. In this scenario, NorthPoint shall obtain the splitter functionality on an individual "port-at-a-time" basis. GTE shall perform all maintenance and repair work (as detailed further below in Section 2.11). NorthPoint shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the splitter and then from the splitter to NorthPoint's collocation arrangement. Under this Option, GTE shall provide to NorthPoint loop and splitter functionality that is compatible with any transmission technology that NorthPoint seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to applicable FCC rules and orders.

(c) Option No. 3: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE Via Virtual Collocation. GTE shall offer NorthPoint an additional option under which it may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving

wire center to which NorthPoint does not have access. In this scenario, NorthPoint shall obtain the splitter functionality on a "shelf at-a-time" basis. GTE shall perform all maintenance and repair work. NorthPoint shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the virtually collocated splitter and then from the splitter to NorthPoint's collocation arrangement. GTE shall offer NorthPoint virtual collocation under this Option in accordance with the terms of the GTE federal collocation tariff (FCC Tariff No. 1), provided, however, that for purposes of this Agreement, the Parties shall treat the tariff rates applied to the virtual collocation of a splitter as interim, and subject to true-up, in accordance with the terms outlined in Section 3.1. During the sixty (60) day period following the effective date of this Article, the Parties agree to cooperate in the negotiation and development of any terms necessary to implement virtual collocation for line sharing. Any interim rates established pursuant to such negotiation shall be subject to true-up in accordance with the terms outlined in Section 3.1.

2.4 Collocation. GTE will revise collocation applications to include requests for information regarding line sharing equipment. NorthPoint will specify its requirements for line sharing on the collocation application for that central office. If NorthPoint's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to NorthPoint's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. GTE shall process all NorthPoint applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs.

2.5 Transport. GTE shall make available to NorthPoint interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement and/or applicable GTE tariffs.

2.6 End-User Premises Equipment. NorthPoint must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premises to receive separate Voice Services and DSL services across the same loop. NorthPoint is also responsible for the installation and maintenance of such equipment. NorthPoint shall determine the necessary customer premises equipment.

2.7 Pre-ordering. During pre-ordering, GTE shall provide NorthPoint with nondiscriminatory access to the loop qualification information required by applicable FCC rules and orders including, but not limited to, the following:

- (a) The composition of the available loop material (including without limitation fiber optics and copper);

- (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);
- (c) Loop length, including the segment length and location of each type of transmission media;
- (d) Loop length by wire gauge; and
- (e) The electrical parameters of the loop.

GTE shall enable NorthPoint to perform all pre-ordering functions via a real-time, electronic interface, including accessing the information available to GTE contained in all systems and databases containing loop qualification information, as soon as possible after the interface becomes available. Until such time as a real-time, electronic interface is made available to NorthPoint by GTE, GTE shall enable NorthPoint to perform all pre-ordering functions via a Web GUI, including accessing the information available to GTE contained in all systems and databases containing loop qualification information.

2.8 Ordering. GTE shall enable NorthPoint to perform all ordering functions via a real-time, electronic interface, as soon as possible after the interface becomes available. Until such time as a real-time, electronic interface is made available to NorthPoint by GTE, GTE shall enable NorthPoint to order line sharing, or the conditioning of lines via a Web GUI.

2.9 Provisioning. GTE will work cooperatively with NorthPoint to prioritize the order and timeframe in which GTE will complete deployment of POTS splitters and other equipment necessary to provision line sharing in GTE's offices where NorthPoint is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where NorthPoint notifies GTE of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by GTE solely for wholesale capacity planning purposes. As soon as a central office has a splitter installed, GTE will begin accepting orders for lines served by that office. GTE will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (eleven (11) business days). The Parties acknowledge that these intervals are subject to change based on systems mechanization, changes in Applicable Law (including, without limitation new OSS requirements), order volumes and other agreed upon procedures that better facilitate line

sharing, provided, however, that such intervals shall remain at parity with GTE's actual DSL retail provisioning intervals.

2.10 Conditioning. NorthPoint may order conditioning of shared lines, which may involve the removal of bridge taps, filter extenders and load coils. GTE will perform loop conditioning if the loop loss for voice services is less than -8.0dB.

2.11 Testing, Repair and Maintenance.

(a) GTE shall test the line shared loop to confirm copper continuity and for pair balance prior to completing the installation.

(b) GTE will provide NorthPoint with access to the loop facility for testing, repair and maintenance activities via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.com/wise>) 4-Tel loop testing mechanism. GTE shall provide CLECs with equivalent electronic access to any testing functionality which GTE and/or GTE's affiliates utilize to provide DSL services. GTE is responsible for all testing of facilities and equipment terminated to its main distribution frame and NorthPoint is responsible for all testing of facilities located within its collocation space. NorthPoint shall have physical and/or remote test access to the GTE loop testing mechanism twenty-four hours a day, seven days a week. For line sharing testing purposes (i.e., high frequency spectrum only), NorthPoint's point of demarcation will be within the NorthPoint's collocation space.

(c) GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premises and NorthPoint demarcation point in the central office. NorthPoint will be responsible for repairing its DSL services and any end user related DSL component at the end-user premises. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by NorthPoint, GTE shall conduct any necessary repair work for line sharing on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's actual retail repair intervals. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and NorthPoint is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE owns the splitter and does not provide NorthPoint with access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's actual retail repair intervals. Where NorthPoint owns the splitter, NorthPoint is responsible for performing maintenance, repair and testing on the splitter.

(d) GTE and NorthPoint agree to coordinate in good faith any testing, repair and maintenance that will significantly impact the line shared service provided by the other party. GTE and NorthPoints will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared

lines. In the interim, GTE and NorthPoint will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where GTE has isolated a trouble with the Voice Service to be in NorthPoint provided equipment, GTE shall notify NorthPoint and NorthPoint will be required to clear the trouble associated with the GTE lifeline voice services. Where such troubles are not cleared within 3 hours, or if NorthPoint consents before the end of such 3 hour period, GTE has the right to strap-through the voice service on the GTE main distribution frame, isolating NorthPoint equipment from the GTE loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. NorthPoint is responsible for informing GTE of any life line data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by GTE.

2.12 End-Users with Burglar Alarm Systems. GTE shall not be liable for any damages, costs, expenses, etc. which arise in connection with, are caused by or result from line sharing services interference with, or impairment of, the end-user's burglar alarm systems.

2.13 DAML Removal. Upon NorthPoint request, GTE shall be required to remove a Digital Added Main Line ("DAML") when the DAML is used to serve a single end-user and that end-user agrees to the removal. NorthPoint shall be obligated to obtain consent from the end-user prior to requesting such DAML removal. Said consent shall evidence that the end-user knowingly and voluntarily agrees to the discontinuation of any and all services associated with the additional lines which shall be terminated as a result of such DAML removal. NorthPoint is only obligated to obtain said consent so long as GTE obtains the same consent for its own end-users.

3. Financial Matters.

3.1 Interim Pricing. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Exhibit 2.¹ Notwithstanding anything in this Agreement to the contrary, these rates and charges are interim pending the outcome of the Commission's rate proceeding regarding line sharing. It is GTE's position that the interim pricing proposal does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, loop conditioning costs, etc.). GTE reserves the right to present its costs and rates, and seek recovery for them (including a retroactive true-up) in the line sharing pricing proceeding. NorthPoint does not agree with GTE's position. It is NorthPoint's position that the interim prices for line sharing services in this Agreement exceed TELRIC. NorthPoint reserves the right to present costs and rates that it believes are TELRIC compliant in the line sharing pricing proceeding, and to seek a retroactive

¹ Collocation is a prerequisite to line sharing. NorthPoint must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in GTE's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

refund for overpayment. To the extent that the line sharing rates for GTE (the "Line Sharing Rates"), or the terms and conditions for application of the Line Sharing Rates, are different than specified in this Section, the Line Sharing Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order. Upon the issuance of such an order, the Line Sharing Rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which any such Line Sharing Rate order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said order.

3.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain of the rates, charges or terms established in any other proceeding (including, without limitation, the Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 1.4; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the amendment to this Agreement regarding line sharing. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 3.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledge that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

3.3 Loop Costs. In developing its interim prices set forth in Section 3.1, GTE did not include any loop costs. GTE's pricing methodology, however, is premised on the assumption that GTE will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If GTE cannot recover all its costs, then GTE's pricing methodology

must change and GTE reserves the right to require such a change. Also, GTE does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and GTE reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.

3.4 Billing. Billing for line sharing will be handled via the GTE CBSS system, consistent with the billing for UNE loops.

- 2. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
- 3. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.
- 4. This Amendment shall become effective upon the later to occur of June 6, 2000 or the date the Parties shall execute the same (the "Effective Date"). The term of this Amendment shall expire on December 15, 2000. The Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.
- 5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.
- 6. This Amendment, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior agreements between the Parties and merges all prior discussions between the Parties, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Effective Date.

GTE Florida Incorporated

NorthPoint Communications Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GTE CENTRAL OFFICE INITIAL SPLITTER DEPLOYMENT
Florida**

Beach Park
Bradenton Bay
Bradenton Main
Brandon
Carrollwood
Clearwater
Countryside
Dunedin
Feathersound
Gandy
Highlands
Hyde Park
Lakeland Main
Largo
Lealman
New Port Richey
Palma Sola
Pinellas
Sarasota Main
Sarasota Southside
Sarasota Springs
St. Petersburg Main
St. Petersburg South
Sulphur Springs
Sweetwater
Tampa East
Tampa Eax
Tampa Westside
Tarpon Springs
Temple Terrace
University
Wallcraft
Winter Haven

Interim Line Sharing Prices for Florida

		Ordering		Provisioning	
		100% Manual	Semi Mech.	Initial Unit	Add'l Unit
CLEC Owned Splitter					
CLEC Splitter Connection - Initial	NRC	\$32.19	\$22.52	\$53.04	\$47.29
GTE Owned Splitter					
GTE Splitter	MRC	\$3.57			
GTE Splitter Connection - Initial	NRC	\$32.19	\$22.52	\$67.46	\$59.80
Loop Conditioning	No charge for loops 12,000 feet or less. For loops more than 12,000 feet, the following charges shall apply:				
	Bridge Taps		\$318.71		
	Load Coils		\$249.91		
	Bridge Taps/Load Coils		\$568.62		

GTE CLEC Support Web Site



Getting Started



Business Rules



CLEC Guide



Forms



Resale Services



UNE



Directory



Interconnection



Change Management
Process



Training

TALK TO US



Comments or
Questions

NEED HELP?



CLEC Local
Ordering Support
(CLOS)

WHERE TO BEGIN...



CLEC
Introduction
Package

WISE



WISE

WISE
Support

FEATURE PRODUCTS



[BILLING](#) | [CLEC PROFILE](#) | [CONTACTS](#) | [ELECTRONIC OPTIONS](#) | [ESCALATION](#) | [FORMS](#)
[GETTING STARTED](#) | [ORDERING](#) | [PRE-ORDER](#) | [RESALE SERVICES](#) | [PROVISIONING](#) | [REPAIR](#) | [UNE](#)

CLEC Guide



The CLEC Guide serves as the primary support information resource to be used by CLECs to process orders with GTE after they have completed the process to begin doing business with GTE.

The CLEC Guide contains GTE's operating procedures for the FCC's five Operations Support System (OSS) functions for resold services and unbundled network elements (UNEs) which include: Pre-Ordering, Ordering, Installation, Repair and Maintenance, and Billing.

The procedures contained in the CLEC Guide should be used in association with GTE's Local Service Ordering Guide (LSOG) Business Rules and the [IOSC Web Reference](#) and will be amended from time to time by GTE as needed.

Note: The CLEC Customer Guide is referred to also as the "Guide," the "CLEC Guide," the "Customer Guide," or the "GTE Guide," depending on the version of the CLEC contract.

- [Billing](#)
- [CLEC Profile](#)
- [Contacts](#)
- [Electronic Options](#)
- [Escalation](#)
- [Forms](#)
- [Getting Started](#)
- [Ordering](#)
- [Pre-Order](#)
- [Resale Services](#)
- [Provisioning](#)
- [Repair](#)
- [UNE](#)

[TOP](#)

Last Updated: Friday, May 19, 2000

[BILLING](#) | [CLEC PROFILE](#) | [CONTACTS](#) | [ELECTRONIC OPTIONS](#) | [ESCALATION](#) | [FORMS](#)
[GETTING STARTED](#) | [ORDERING](#) | [PRE-ORDER](#) | [RESALE SERVICES](#) | [PROVISIONING](#) | [REPAIR](#) | [LINE](#)

CLEC Guide - Electronic Options

Overview

GTE offers the use of several electronic options for CLECs to do business. GTE's electronic options include two basic types:

- Electronic file exchange using several different transport options
- On-line application gateway allowing CLEC users to enter data via GTE website

GTE does not charge for the conversion to or use of any electronic option, however the cost of the dedicated connection and any specialized software or electronics is the responsibility of the CLEC.

CLECs should allow time to establish electronic business transactions. Normal set up time for on-line users is within two weeks. Transports such as dial-up, dedicated and Internet, may take several months depending on the CLEC's vendor(s) and the CLEC's level of expertise. GTE will assist with coordinating electronic conversions. When CLECs provide their Conversion Plan in advance, GTE will schedule resources to meet most timelines.

GTE recommends the use of electronic options to assist in accurate and timely processing.

TOP

Last Updated: Wednesday, May 17, 2000



[Electronic Options Overview](#)

[Bill/Receiving CABS Bill from GTE](#)

[Bill/Receiving CLEC Bill from GTE](#)

[Customer Service Records/Requesting CSRs](#)

[Informational Files For Download](#)

[Loop Qualification](#)

[Order/ASB Processing](#)

[Order/LSB Processing](#)

[Performance Measures / View Reports](#)

[PreOrder/Performing PreOrder Activities](#)

[Repair/Reporting Trouble](#)

[Usage/Receiving CLEC Usage from GTE](#)

[BILLING](#) | [CLEC PROFILE](#) | [CONTACTS](#) | [ELECTRONIC OPTIONS](#) | [ESCALATION](#) | [FORMS](#)
[GETTING STARTED](#) | [ORDERING](#) | [PRE-ORDER](#) | [RESALE SERVICES](#) | [PROVISIONING](#) | [REPAIR](#) | [UNE](#)

CLEC Guide - Electronic Options

Loop Qualification

Loop information is now available by using the WISE Loop Qualification Main Menu screen. The CLEC can request loop information through WISE by using either the end users Telephone Number or Address.

The WISE system will post the available data to a query screen. The CLEC may query the response by using the end user telephone number, the end user address, or an inquiry number. The user can then view and/or print the response. All results are retained in the WISE system for 7 working days. Please note that the Loop is not reserved during this process.

When a query is requested by address, the system will always give the results of the longest loop possible in GTE records. There is a potential for multiple bridge taps on any loop makeup, or there may be multiple loops possible for a given location, therefore, loop results may not be identical to the actual loop provisioned. Loop concentration devices are not shown as part of the loop.

A [Loop Qualification User Guide](#), as well as information on how to access WISE is available on the [WISE](#) website.

For assistance in establishing any electronic option, contact your Account Manager or contact the WISE team at Wise_q-a@telops.gte.com.

TOP

Last Updated: Wednesday, May 17, 2000



[Electronic Options Overview](#)

[Bill/Receiving CABS Bill from GTE](#)

[Bill/Receiving CLEC Bill from GTE](#)

[Customer Service Records/Requesting CSRs](#)

[Informational Files For Download](#)



[Loop Qualification](#)

[Order/ASF Processing](#)

[Order/LSR Processing](#)

[Performance Measures / View Reports](#)

[PreOrder/Performing PreOrder Activities](#)

[Repair/Reporting Trouble](#)

[Usage/Receiving CLEC Usage from GTE](#)

[BILLING](#) | [CLEC PROFILE](#) | [CONTACTS](#) | [ELECTRONIC OPTIONS](#) | [ESCALATION](#) | [FORMS](#)
[GETTING STARTED](#) | [ORDERING](#) | [PRE-ORDER](#) | [RESALE SERVICES](#) | [PROVISIONING](#) | [REPAIR](#) | [UNE](#)

CLEC Guide - Unbundled Network Elements (UNE)



Line Sharing

In accordance with the FCC's Line Sharing Order in Docket CC No. 98-147, and the limited circumstances described in Rule 51.319, GTE now offers a new Unbundled Network Element known as Line Sharing. Line Sharing will provide the means for a CLEC to order service configuration that will allow them to place a digital data service on a subscriber loop currently providing GTENS analog voice services to an end user. This arrangement will enable GTENS to provide the voice (POTS) portion and CLECs to provide the data portion of the end users telecommunications service. Line sharing consists of a digital data based service provisioned by a CLEC and the voice band service provisioned by the ILEC.

Line Sharing Configurations

Line Sharing will be provided in three basic configurations:

- **CLEC Owned Splitter - Physical** – The CLEC will own and install the splitter in their collocation area.
- **CLEC Owned Splitter – Virtual** – The CLEC will purchase the splitters, then sell them to GTENS for installation in the Central Office.
- **GTENS Provided Splitter** – GTENS will install in its central office, a bay containing splitters configured to combine and separate the high and low frequency portions of the end users service. This option will be available until December 31, 2000, in a limited number of GTE end offices.

Orders for CLEC owned splitter configurations will require two sets of block and pin information for cross connects. The first set will specify the voice/data path to be connected to the collocation area. The second set will specify the voice path from the collocation area, which is to be connected to the local loop.

Additional Considerations

For a CLEC to order line sharing, the following circumstances must exist:

- CLEC must have collocation in the offices where Line Sharing is desired.

[Contents](#)

[Collocation](#)

[Dark Fiber](#)

[Enhanced
Extended Links](#)



[Line Sharing](#)

[LNP \(Local Number
Portability\)](#)

[Loop](#)

[Packet Switching](#)

[Port](#)

[Subloops](#)

[UNE-Platform](#)

- GTENS is providing retail residence or business analog voice service to the end user.
- GTE is providing residence or business or business analog voice service for resale to an end user by another carrier.

If GTE disconnects the end user customer's voice service in compliance with applicable federal, state and local law, then there is no longer an incumbent voice band service with which the competitive LEC can share the loop.

The same holds true if the customer voluntarily cancels the GTE provided voice band service on the shared loop. In those situations, for the CLEC to continue to provide data services to that customer, the CLEC must purchase the entire unbundled loop. The CLEC will receive a courtesy notification from the NOMC via fax that the voice band service has been disconnected. If the CLEC wants the UNE Loop to continue serving the customer, they must send a NEW LSR containing the retail/resale telephone number, FIC Line Sharing number and related service order numbers, back to the NOMC within 5 business days of the Retail/Resale voice service being disconnected.

Contract Agreement

A Contract Addendum to an existing CLEC Interconnection Agreement is necessary for Line Sharing to be ordered. Contact your GTE Account Manager or GTE Contract Negotiations to add the addendum or to establish an Interconnection Agreement that includes Line Sharing.

Ordering Guidelines

Ordering for Line Sharing will use the LSR format.

Note: A separate LSR is required for each line sharing request.

Ordering Highlights:

Forms to be submitted:

LSR
End User
Loop

LSR Highlight:
REOTYPE = AB

Loop Form requires SHELF and SLOT (a.k.a. BLOCK & PIN or CABLE & PAIR) information in CLEC provided Splitter Scenarios:

Data Information is always first.
LOCNUM = 001
LNUM = 01 (DATA INFO)

SHELF = Cable or Block
SLOT = Pair or Pin

Voice Information is always second.

LOCNUM = 001

LNUM = 02

SHELF = Cable or Block

SLOT = Pair or Pin

NC/NCI Codes as well as NRCs/MRCs specific to line sharing are required. See the following matrices for details:

Line Sharing NC/NCI Codes, Ckt Ids. & IOSCs
(ALL STATES except California)

Line Sharing NC/NCI Codes, Ckt Ids. & IOSCs
(CALIFORNIA ONLY)

Non-recurring Costs (NRC)

Initial Service Order – is applied on a per LSR basis.

- Line Sharing GTE Owned Splitter Installation – is applied on a per occurrence basis for GTE's central office work activities associated with the installation of Line Sharing when GTE owns the splitter.
- CLEC Owned Splitter Installation – is applied on a per occurrence basis for GTE's central office work activities associated with the installation of Line Sharing in a CLEC owned splitter scenario.
- Collocation Cross Connect Installation - for installation of voice path cross connects from the main distribution frame to the collocation area, in a CLEC owned splitter arrangement.
- Line Conditioning – is applied on a per occurrence basis, when requested by the CLEC, and is for the removal of load coils, filters and/or bridge tap. It is the CLEC's responsibility to request the type of Line Conditioning that is needed on the LSR.

Monthly Recurring Costs (MRC)

- Line Sharing Charge – is applied on a per line basis in a GTE provided Splitter arrangement.
- Collocation Cross Connect – applied per cross connect for connecting the voice path from the main distribution frame to the collocation area in a CLEC owned splitter arrangement. This charge already exists in the collocation product

offering.

What is provided with Line Sharing?

- **GTENS Provided Splitter** – GTE will provide the splitters, splitter bay and the cables from the splitter bay to the main distribution frame. All jumpers will be provided by GTE. The splitters will be installed in a limited number of GTENS Central Offices. These splitters will continue to be augmented until December 31, 2000. After these splitters are exhausted, it will be the CLECs responsibility to provide either physical or virtual located splitters.
- **CLEC Provided Splitter - Physical** – GTE will provide the distribution frame, jumpers and installation of all jumpers.
- **CLEC Provided Splitter – Virtual** - GTE will provide the distribution frame, jumpers and installation of all jumpers.

Miscellaneous Information

End User Premise – CLEC will provide any micro filters or similar equipment needed at the end user premise to maintain the end user's analog equipment functionality. It is especially important that the CLEC install a micro filter or similar equipment at the end user's burglar alarm to maintain the functionality once the CLEC xDSL service has been installed.

Testing

Loop Testing - CLECs will have access to WISE Repair for automated testing.

High Frequency - CLECs will be responsible for all testing for this portion of the line.

Repair

Trouble tickets for Line Sharing will follow the reporting process for Unbundled Loop. Any trouble isolated to CLEC equipment will be billed to the CLEC on a per occurrence basis. All repair calls relating to facilities or Unbundled Loop should be referred to the Repair Center at 800-445-7755.

TOP

Last Updated: Tuesday, June 06, 2000

ATTACHMENT E

Loop Qualification

Q: What are the requirements of the FCC Remand Order for Loop qualification?

A: The Remand Order in paragraph 427 states that the Incumbent local exchange carrier (ILEC) must provide requesting competing local exchange carriers (CLECs) with nondiscriminatory access to the same detailed information about the loop that is available to the ILEC. This information includes:

(1) composition of the loop material, including but not limited to: fiber optics or copper; (2) the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; (3) the loop length, including the length and location of each type of transmission media; (4) the wire gauge(s) of the loop, and (5) the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

Q: What is the purpose of GTE's Mechanized Loop Qualification and Verification program?

A: The purpose of developing GTE's Mechanized Loop Qualification and Verification program is to ensure that CLECs obtain the same loop make-up detail that GTE obtains for its internal retail operations, so that the CLEC can make an independent judgment about whether a loop is capable of supporting advanced services. In compliance with the Remand Order, GTE provided, on a

ATTACHMENT E

nondiscriminatory basis, an electronic method of obtaining loop data formatted in accordance with the Ordering Billing Forum (OBF) guidelines. This program was made available on May 17, 2000.

Q: What are these OBF guidelines?

A: These guidelines establish an accepted industry standard format for parameters and data sets for loop qualification. GTE will continue to update its Loop Qualification program as OBF standards are revised.

Q: What type of interface will CLECs utilize to access GTE's Mechanized Loop Qualification and Verification program?

A: CLECs utilize a Graphical User Interface (GUI) on GTE's Internet based Wholesale Internet Services Engine (WISE). This access was chosen because CLECs currently have access to this interface and utilize it on a regular basis. Access to this interface is controlled by password and digital certificates to ensure that only authorized CLECs have access to the program. It provides a format for accessing the Mechanized Loop Qualification and Verification program that is familiar to the CLECs and is menu driven. All the existing WISE online support documentation was modified to support this new application and made available on May 17, 2000.

Q: Is it necessary for the CLECs to have direct access to GTE's pre-qualification system in order to obtain loop information?

A: No. As stated above, GTE, in compliance with the Remand Order, provides the CLEC with non-discriminatory access to loop qualification information through

ATTACHMENT E

the WISE system. This system will enable the CLECs to obtain loop information that is necessary for the CLECs to make business decisions.

Q: How does the Mechanized Loop Qualification and Verification program work?

A: The CLEC requests a Mechanized Loop Qualification and Verification utilizing the WISE interface. The CLEC enters either a working GTE telephone number or a valid address served by GTE. WISE interfaces with a report generation program that in turn accesses several different existing GTE systems including GTE's facility record database, engineering records, maintenance testing system and GTE's switches to obtain the required loop qualification data. This data is compiled by the report generator and returned to WISE. WISE formats this data into the OBF format and posts this report to the WEB for the CLEC to access and view.

Q: What information is provided to the CLP in response to a Mechanized Loop Qualification and Verification request?

A: The OBF format provides fields for the following data to be provided to the CLECs requesting a Mechanized Loop Qualification and Verification:

- NPA and NXX
- Local Termination CLLI
- Existence of a pair gain or DLC and if present, the type.
- Existence of DAML in the loop
- Type of loop length provided (Actual records or electrical measurement)
- Loop length
- Loop length by gauge of cable
- Type of any load coils
- Quantity of load coils
- Location of load coils
- Quantity of bridge taps
- Location of bridge taps

ATTACHMENT E

Length of bridge taps
Type and number of disturbers in the feeder cable of the loop
Type and number of disturbers in the distribution cable of the loop
Composition of the feeder and distribution cables
Wire center name
OBF response codes and descriptions

Q: Why did GTE choose this design for its Mechanized Loop Qualification and Verification program?

A: GTE was developing a program to mechanize the qualification of loops for ADSL service when the FCC Remand Order was signed. GTE chose to develop the Mechanized Loop Qualification and Verification program in parallel to our own program. This allowed GTE to provide the same loop qualification information to the CLECs that GTE uses to qualify loops, by the May 17, 2000 date required in the FCC Remand Order.

Q: Is the Mechanized Loop Qualification and Verification program GTE's final solution to CLEC requests for loop qualification information?

A: Not necessarily. GTE has begun the process of developing business requirements for the next phase of loop qualification interfaces with the CLECs. GTE has agreed to meet with CLECs later this year to discuss the possibility of developing an application-to-application type interface for loop qualification.