BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of ADVANCED TELECOM GROUP, INC., NEXTLINK WASHINGTON, INC., ELECTRIC LIGHTWAVE, INC., FRONTIER LOCAL SERVICES, INC., AND FRONTIER TELEMANAGEMENT, INC., for a Declaratory Order or Interpretive and Policy Statement on 47 U.S.C. § 252(I) and 47 C.F.R. § 51.809	)))))))))	Docket No. UT-990355

SUPPLEMENTAL COMMENTS OF SPRINT CORPORATION

Pursuant to the Washington Utilities and Transportation Commission's ("Commission") October 15, 1999 Notice of Opportunity to File Supplemental Comments in the above-captioned matter, Sprint Corporation, through its operating divisions of Sprint Communications Company L.P. and United Telephone Company of the Northwest d.b.a. Sprint (hereinafter collectively "Sprint") offer the following comments:

I. Introduction

Sprint appreciates the opportunity to address the Commission's draft policy statement with regard to § 252(i) of the Telecommunications Act of 1996 ("the Act") and 47 C.F.R. § 51.809 in this proceeding. Sprint notes that it supports the development of rules and guidelines with respect to the implementation the "pick and choose" provision under the Act and the FCC's rules. As a company with both CLEC and ILEC operations, Sprint's perspective on this matter represents an accommodation of interests similar to those that the Commission must weigh in this proceeding.

II. Comments

Sprint's comments relate primarily to an apparent inconsistency at Paragraphs 18-20 of the Commission's Draft Policy Statement. This inconsistency exists with regard to the time frame within which a carrier can pick and choose entire agreements or individual interconnection arrangements.

Specifically, the description of the "reasonable period of time" in Principle 6 makes interconnection agreements available during the entire period of the original contract: "The 'reasonable period of time' during which arrangements in any interconnection agreement (including entire agreements) must be made available for pick and choose . . . extends until the expiration date of that agreement." The broad availability of interconnection agreements and arrangements is reinforced by Principle 8, which requires particular interconnection arrangements to be made available throughout the term of the particular agreement: "An interconnection arrangement made available pursuant to Section 252(i) must be made available for

the specific time period during which it is provided under the interconnection agreement from which it was selected."

In contrast, Principle 7 limits the availability of interconnection arrangements (including entire agreements) from a new agreement to a nine-month window after the Commission has approved the agreement: "The reasonable period of time during which a new arrangement must be made available to carriers with existing agreements is nine (9) months after the Commission approves the agreement." The Commission clarifies this by noting that: "This limitation does not apply to requesting carriers who do not have interconnection agreements in effect."

Sprint suggests that the inconsistency with regard to the availability of new interconnection agreements in Principle 7 may create confusion in the implementation of the Commission's policy thus may inhibit the ability to of Competitive Local Exchange Companies to exercise their full rights under the Act. To remedy this inconsistency, Sprint urges the Commission to harmonize the "reasonable period of time" within which a carrier may select another interconnection agreement throughout the Policy statement, and allow a carrier to select an interconnection agreement or arrangement through the term of the original contract. Sprint notes that the distinction in Principle 7 with regard to new agreements is unnecessary, particularly in light of the language in Principle 6 and Principle 8 as noted above. Sprint therefore urges the Commission to remove the nine-month restriction on the "reasonable period of time" contained in Principle 7.

III. Conclusion

Sprint suggests that balancing the Commission's treatment of the "reasonable period of time" issue in the Commission's Draft Policy Statement would be best accomplished by eliminating Principle 7 entirely, thereby allowing Principles 6 and 8 to express the Commission's MFN policy on this issue. Such a modification would eliminate any confusion as to this issue and would also avoid any potential discriminatory conduct based on the nine-month window exception in Principle 7. In addition, Sprint believes that treating all carriers consistently with regard to the time frames within which they may "pick and choose" will further enhance the state of local competition in the State of Washington.

Respectfully submitted, this 9th day of November 1999.

SPRINT CORPORATION on behalf of
UNITED TELEPHONE COMPANY OF THE NORTHWEST AND SPRINT COMMUNICATIONS COMPANY, L.P.

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Attorney