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IDAHO PUBLIC  
UTILITIES COMMISSION

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Boise, Idaho 83702  
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MARY S. HOBSON  
Direct (208) 387-4277  
mshobson@stoel.com

May 7, 2003

**VIA HAND DELIVERY**

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074

Re: Case No. QWE-7-03-11  
**APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT  
AND AMENDMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and Lightyear Communications, Inc. is an original of the **Application for Approval of Interconnection Agreement and Amendment**. The parties respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary S. Hobson".

Mary S. Hobson

:blg  
Enclosure

Mary S. Hobson (ISB# 2142)  
Stoel Rives LLP  
101 South Capitol Boulevard – Suite 1900  
Boise, ID 83702  
Telephone: (208) 389-9000  
Facsimile: (208) 389-9040

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UTILITIES COMMISSION

Kevin Shady  
Lightyear Communications, Inc.  
1901 Eastpoint Parkway  
Louisville, KY 40223  
Telephone: (502) 244-6666 ext. 1129

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND LIGHTYEAR  
COMMUNICATIONS, INC. FOR APPROVAL  
OF THE INTERCONNECTION AGREEMENT  
FOR THE STATE OF IDAHO PURSUANT TO  
47 U.S.C. §252(E)

CASE NO.: Case T-03-11

**APPLICATION FOR APPROVAL OF  
INTERCONNECTION AGREEMENT  
AND AMENDMENT**

Qwest Corporation (“Qwest”) and Lightyear Communications, Inc. (“Lightyear”) hereby jointly file this Application for Approval of Interconnection Agreement and Amendment (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Lightyear and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-

competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Lightyear to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Lightyear and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 7<sup>th</sup> day of May, 2003.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Kevin Shady  
Lightyear Communications, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 7<sup>th</sup> day of May, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT AND AMENDMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary	<u>  X  </u>	Hand Delivery
Idaho Public Utilities Commission	<u>      </u>	U. S. Mail
472 West Washington Street	<u>      </u>	Overnight Delivery
Boise, Idaho 83720-0074	<u>      </u>	Facsimile
<a href="mailto:jjewell@puc.state.id.us">jjewell@puc.state.id.us</a>	<u>      </u>	Email

Kevin Shady	<u>      </u>	Hand Delivery
Lightyear Communications, Inc.	<u>  X  </u>	U. S. Mail
1901 Eastpoint Parkway	<u>      </u>	Overnight Delivery
Louisville, KY 40223	<u>      </u>	Facsimile
Telephone: (502) 244-6666 ext. 1129	<u>      </u>	Email

Mary Sullivan	<u>      </u>	Hand Delivery
Qwest Communications International Inc.	<u>  X  </u>	U. S. Mail
7800 East Orchard Road – Suite 250	<u>      </u>	Overnight Delivery
Englewood, CO 80111	<u>      </u>	Facsimile
Telephone: (303) 793-6642	<u>      </u>	Email
Facsimile: (303) 793-6633		
Email: <a href="mailto:mmsull1@qwest.com">mmsull1@qwest.com</a>		

Qwest Corporation	<u>      </u>	Hand Delivery
Director Interconnection Compliance	<u>  X  </u>	U. S. Mail
1801 California Street – Room 2410	<u>      </u>	Overnight Delivery
Denver, CO 80202	<u>      </u>	Facsimile
	<u>      </u>	Email

General Counsel – Interconnection	<u>      </u>	Hand Delivery
Qwest Corporation Law Department	<u>  X  </u>	U. S. Mail
1801 California Street – 49 <sup>th</sup> Floor	<u>      </u>	Overnight Delivery
Denver, CO 80202	<u>      </u>	Facsimile
	<u>      </u>	Email

  
\_\_\_\_\_  
Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

April 21, 2003

Kevin Shady  
Lightyear Communications, Inc.  
1901 Eastpoint Parkway  
Louisville, KY 40223  
502-244-6666 x 1129

Dear Mr. Shady:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Lightyear Communications, Inc. ("CLEC") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between Z-Tel Communications, Inc. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on July 25, 2001 as an effective agreement in the State of Idaho. Lightyear Communications, Inc. is incorporated in the state of Kentucky. We understand you have a copy of the wireline agreement.

With respect to the aforementioned Agreement, Qwest and CLEC (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Z-Tel Communications, Inc. Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that Lightyear Communications, Inc. be substituted in place of "Z-Tel Communications, Inc." throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation  
Director Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

With copy to:  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 49th Floor  
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement shall be provided as follows:

Lightyear Communications, Inc.  
Kevin Shady  
1901 Eastpoint Parkway  
Louisville, KY 40223  
502-244-6666 ext 1129

CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Idaho and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, and overnight them by July 21, 2003 to:

Qwest Corporation  
Manager of Interconnection  
1801 California St, Suite 2410  
Denver, CO 80202  
Phone: 303-965-3029

After July 21, 2003 Qwest may rescind its willingness to consider the Agreement's terms and conditions.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date



4/28/03

Qwest Corporation  
L.T. Christensen  
Director – Business Policy  
1801 California Street, Suite 24th Floor  
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Lightyear Communications, Inc.

Kevin Shady  
Signature  
Kevin Shady  
Name Printed  
Vice President - Local Development  
Title  
4-23-03  
Date



**Voice Traffic-251(b)(5) Reciprocal Compensation Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Lightyear Communications, Inc.  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Lightyear Communications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, The FCC issued an Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic); and

WHEREAS, the Parties were not exchanging ISP-Bound traffic during the first quarter of 2001 and will therefore exchange all ISP-Bound traffic on a Bill and Keep basis; and

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the language as follows in lieu of existing contract language:

1. Exchange Service (EAS/Local) Traffic

Pursuant to the election in Section 3 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to EAS/Local traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

2. Effective Date

This Amendment shall be deemed effective upon approval by both Parties unless modified or denied by the Commission. This Amendment shall remain in effect until a new Agreement has been executed by the Parties, but in no event for a minimum of six (6) months.

3. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is (elect and sign one):

The Reciprocal Compensation rate as ordered in a state cost docket.

Kevin Shady  
Signature  
Kevin Shady  
Name Printed/Typed

OR

The capped rate as ordered by the FCC and applied to ISP traffic:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed/Typed

4. Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5. Entire Agreement

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

Lightyear Communications, Inc.

Kevin Shady  
Signature  
Kevin Shady  
Name Printed/Typed  
Vice President - Local Development  
Title  
4-23-03  
Date

*AS*

Qwest Corporation

L. T. Christensen  
Signature  
L. T. Christensen  
Name Printed/Typed  
Director - Business Policy  
Title  
4/28/03  
Date