

JOINT APPLICATION OF CENTRAL TELEPHONE COMPANY OF TEXAS, INC. d/b/a EMBARQ, UNITED TELEPHONE COMPANY OF TEXAS, INC. d/b/a EMBARQ, AND LIGHTYEAR NETWORK SOLUTIONS, LLC FOR APPROVAL OF INTERCONNECTION AGREEMENT UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

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PUBLIC UTILITY COMMISSION OF TEXAS

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ORDER NO. 2
NOTICE OF APPROVAL OF INTERCONNECTION AGREEMENT

On August 28, 2006, Central Telephone Company of Texas, Inc. d/b/a Embarq, United Telephone Company of Texas, Inc. d/b/a Embarq (collectively, Embarq) and Lightyear Network Solutions, LLC (Lightyear) (collectively, Applicants) filed a joint application for approval to adopt a previously-approved interconnection agreement (Agreement) between Embarq and Granite Telecommunications, LLC in Docket No. 31213.¹ The joint application included a copy of the Agreement.

The Agreement meets the requirements of P.U.C. PROC. R. 21.103; therefore, this joint application is approved effective the date this Order is signed. Lightyear shall not provide service in any geographic areas or under any name not authorized by its Commission-granted SPCOA.

Applicants shall file two complete interconnection agreements, one unbound, within 15 working days of the date this Order is signed, if not previously filed. The copies shall be clearly marked with the control number assigned to the proceeding and the language "Complete interconnection agreement as approved [or modified and approved] on [insert date]." Also, within 15 working days of the approval of the agreement, the incumbent local exchange company (ILEC) shall post notice of the approved interconnection agreement on its website in a separate, easily identifiable area of the website. The ILEC website shall provide a complete list of approved interconnection

¹ Joint Application of United Telephone Company of Texas, Inc. d/b/a Sprint, Central Telephone Company of Texas d/b/a Sprint, and Granite Telecommunications, LLC for Approval of Interconnection Agreement Under PURA and the Telecommunications Act of 1996, Docket No. 31213, Order No. 2, Notice of Approval of Interconnection Agreement (June 23, 2005).

agreements, listed alphabetically by carrier, including docket numbers and effective dates. In addition, the ILEC website shall provide a direct link to the Commission's website.

SIGNED AT AUSTIN, TEXAS the 12th day of September 2006.

PUBLIC UTILITY COMMISSION OF TEXAS



ANDREW KANG
ADMINISTRATIVE LAW JUDGE

August 28, 2006

RECEIVED
AUG 29 10:42

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, TX 78701

Re: Application of Central Telephone Company of Texas, Inc., d/b/a Embarq & United Telephone Company of Texas, Inc., d/b/a Embarq and Lightyear Network Solutions, LLC for Approval of an Agreement Adopting Terms and Conditions Pursuant to PUC Proc. R. § 21.103 and the Federal Telecommunications Act of 1996 § 252(i)

Docket No. 33135

Dear Commission Filing Clerk:

Embarq hereby submits this application for approval of an Agreement between Embarq and Lightyear Network Solution, LLC (“Lightyear”) for the Adoption (or “MFN”) of an Interconnection Agreement that has been previously approved by the Public Utility Commission of Texas (the “Commission”), and would respectfully state the following:

I. Agreement

Embarq presents this Application for Approval pursuant to the terms of Section 252 of the Act, PURA, and PUC Procedural Rule § 21.103.

Lightyear has agreed to MFN into the Interconnection, Collocation, and Resale Agreement between Embarq and Granite Telecommunications, LLC, which was approved by the Commission on June 23, 2005, in Docket No. 31213. Pursuant to § 21.103(a), an affidavit explaining how the Agreement is consistent with the public interest, conveniences, and necessity, including all relevant requirements of law, is being are filed with this Application as Attachment III.

II. Request for Approval

Embarq seeks the Commission’s final approval of this Application, pursuant to PUC Procedural Rule § 21.103. The Application compiles with said Rule and Sections 252(e) and (i) of the Act because the proposed Agreement adopts an existing Agreement that the Commission has already found is pro-competitive and that does not discriminate against any telecommunications carrier that is not a part thereto, and that is consistent with the public interest, conveniences, and necessity and consistent with other requirements of state law. There are no outstanding issues between the parties requiring mediation or

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arbitration. Embarq respectfully requests that the Commission grant final approval of this Application, without change, suspension or other delay in its implementation.

III. Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and PUC Procedural Rule § 21.101. The affidavit of the Embarq Representative filed herein as Attachment III, establishes that the Agreement submitted herein satisfies these standards.

IV. SPCOA Information

Lightyear Network Solutions, LLC has been granted SPCOA No. 60353. Lightyear's contact information is as follows:


Linda Hunt, Director – Legal and Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223
(502) 253-1531 (voice)
(502) 515-4138 (fax)
linda.hunt@lightyear.net

V. Requested Procedure and Relief

Given that this Agreement is an adoption of an Agreement that has already been approved by the Commission, Embarq believes that no additional notice of this application should be required, and that administrative approval should be issued within 15 days as prescribed by § 21.101(b) (as incorporated by reference in § 21.103(b)).

VI. Conclusion

For the reasons set forth above, Embarq respectfully requests that the Commission grant all of the relief requested herein and such other and further relief to which Embarq and Lightyear may show themselves to be entitled.



Kevin K. Zarling, TX Bar No. 22249300
Senior Counsel
400 West 15th Street, Ste. 1400
Austin, Texas 78701-1600
(512) 867-1075
(Fax) (512) 472-8362
kevin.k.zarling@embarq.com

cc: Linda Hunt, Lightyear

EMBARQ'S ATTORNEY

MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Master Interconnection, Collocation and Resale Agreement ("Agreement"), dated February 21, 2006, is entered into by and between Lightyear Network Solutions, LLC, a Kentucky corporation ("CLEC"), and United Telephone Company of Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas, Inc. d/b/a Sprint (both entities referred to as "Sprint"), Texas corporations, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Texas.

NOW THEREFORE, the Parties agree as follows:

1. MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the Granite Telecommunications, LLC, Master Interconnection, Collocation and Resale Agreement dated April 25, 2005 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC, whereas Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

This Agreement shall have a termination date of April 24, 2007, which corresponds with the termination date of the Adopted Agreement.

4. NOTICES:

Except as otherwise provided, all notices and other communication shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, by certified mailing, postage paid, and return receipt requested and addressed as follows:

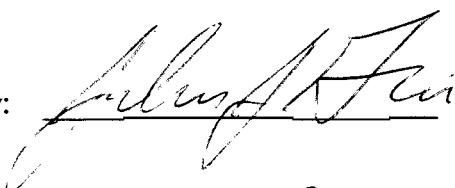
To CLEC: John Grieve, VP Legal & General Counsel
Lightyear
1901 Eastpoint Parkway
Louisville, KY
40223

To Sprint: Director, Local Wholesale Markets- Interconnection Mgmt.
Sprint
9300 Metcalf
Overland Park, KS 66251-6111
KSOPKB-3764

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

LIGHTYEAR

SPRINT

By: 

By: 

Name: John J. Grieve

Name: William E. Cheek

Title: VP & Gen. Counsel

Title: President - Wholesale Markets

Date: FEB 2 2006

Date: 2/27/06

KS

STATE OF TEXAS
COUNTY OF TRAVIS

AFFIDAVIT OF KEVIN K. ZARLING

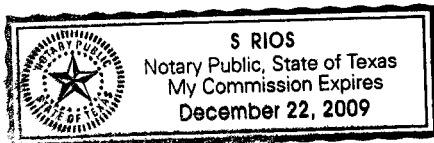
Before me, the Undersigned Authority, on this 25th day of August, 2006, personally appeared Kevin K. Zarling, who, upon being by me duly sworn on oath and said the following:

1. My name is Kevin K. Zarling. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am a Senior Counsel with United Telephone Company of Texas, Inc. and Central Telephone Company of Texas, Inc. I have personal knowledge of the Agreement between United Telephone Company of Texas, Inc. and Central Telephone Company of Texas, Inc., and Lightyear Network Solutions, LLC
2. This Agreement established interconnection under sections 251 and 252 of the Telecommunications Act of 1996, as amended. This Agreement is the result of negotiation and adoption of an existing interconnection agreement that has been approved by the Public Utility Commission of Texas. I believe that this Agreement between United Telephone Company of Texas, Inc. and Central Telephone Company of Texas, Inc., and Lightyear Network Solutions, LLC is in the public interest and comports with the relevant requirements of state and federal law.
3. Further, consistent with the policy provisions of PURA, I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider in negotiating a similar agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediations of arbitration at this time.

Further the affiant sayeth not.

Kevin K. Zarling

Sworn and Subscribed to before me this 25th day of August, 2006, to certify which witness my hand.



S RIOS
Notary Public in and for the State of TEXAS

My Commission expires on: December 22, 2009