

## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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**INSTRUCTIONS:** Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**                      *Requesting Carrier*    *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

**2. TYPE OF FILING**                      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement    &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

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|---|---|
| <ul style="list-style-type: none"><li>• Does filing replace an existing agreement between the parties?</li><li>• NO</li><li>• YES, Docket ARB</li></ul> | <ul style="list-style-type: none"><li>• If filing involves Qwest Communications, does it utilize the terms of an SGAT?</li><li>• NO</li><li>• YES, Revision</li></ul> |
|---|---|

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.



June 18, 2004

Lightyear Network Solutions, LLC  
Kevin Shady, Vice President-Local  
1901 Eastpoint Parkway  
Louisville, KY 40223  
502-244-6666

**Subject: Agreement to Adopt Qwest Corporation's Statement of Generally Accepted Terms ("SGAT") Sixteenth Revision and Associated Exhibits, for the State of Oregon**

Dear Mr. Shady,

We have received your request that, in accordance with Section 252(i) of the Federal Telecommunications Act of 1996, Lightyear Network Solutions, LLC, ("CLEC") wishes to enter into Qwest Corporation's Statement of Generally Available Terms ("SGAT") and Exhibits A through M for the State of Oregon.

By signing this letter (hereinafter referred to as the "Agreement"), CLEC and Qwest Corporation ("Qwest") incorporate herein and hereby adopt and agree to be bound by all terms and provisions of the SGAT and Exhibits A through M that are on file with the Oregon Public Utility Commission and in effect as the date of this letter, including the effective term of the SGAT. These include the following documents, with their corresponding effective dates:

SGAT	Statement of Generally Available Terms Sixteenth Revision	<b>dated 06/30/04</b>
Exhibit A	Oregon Rates	<b>dated 06/30/04</b>
Exhibit B	Service Performance Indicators	<b>dated 06/30/04</b>
Exhibit B1	Manual Service Order Accuracy	<b>dated 06/30/04</b>
Exhibit C	Service Interval Tables	<b>dated 06/30/04</b>
Exhibit D	Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document	<b>dated 06/30/04</b>
Exhibit E	Vertical Switch Features for UNE Switching	<b>dated 06/30/04</b>
Exhibit F	Special Request Process	<b>dated 06/30/04</b>
Exhibit G	Change Management Process (CMP)	<b>dated 06/30/04</b>
Exhibit H	Reserved for Future Use	<b>dated 06/30/04</b>
Exhibit I	Individual Case Basis (ICB)	<b>dated 06/30/04</b>
Exhibit J	Election of Reciprocal Compensation Option	<b>dated 06/30/04</b>
Exhibit K	Performance Assurance Plan	<b>dated 06/30/04</b>
Exhibit L	Advice Adoption Letter	<b>dated 06/30/04</b>
Exhibit M	Interim Advice Adoption Letter	<b>dated 06/30/04</b>

With respect to this Agreement, CLEC and Qwest (hereinafter referred jointly to as "the Parties") further understand and agree:

1. Qwest requests that notice to Qwest Corporation as may be required under the Agreement or SGAT shall be provided as follows:

To:

Qwest Corporation  
Director Interconnection Agreements  
1801 California Street, Room 2420  
Denver, CO 80202  
303-965-3029  
Email – [intagree@qwest.com](mailto:intagree@qwest.com)

With copy to:

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

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

Lightyear Network Solutions, LLC  
Kevin Shady, Vice President-Local  
1901 Eastpoint Parkway  
Louisville, KY 40223  
502-244-6666  
[Kevin.Shady@lightyearcom.com](mailto:Kevin.Shady@lightyearcom.com)

2. CLEC represents and warrants that it is a certified local exchange carrier in the State of Oregon and that this Agreement will cover services in that state only.

3. CLEC shall sign all three original of this Agreement, and return them to:

Qwest Corporation  
Manager of Interconnection Agreements  
1801 California St, Suite 2420  
Denver, CO 80202  
Phone: 303-965-3029

4. If the Oregon Public Utility Commission approves or allows to become effective the withdrawal or revision of the above-identified SGAT or any of the associated Exhibits before this Agreement is executed by both parties, then the terms of this Agreement shall be rendered null and void. CLEC and Qwest may thereafter discuss execution of a new Agreement that adopts the SGAT and associated Exhibits as most recently approved or allowed to become effective by the Oregon Public Utility Commission.

5. Qwest will file this Agreement with the Oregon Public Utility Commission for approval pursuant to Section 252 of the Federal Telecommunications Act of 1996. Qwest notes that some state commissions may not approve the Agreement until the CLEC is certified by the state commission.

6. Exhibit J, Election of Reciprocal Compensation Option, establishes the Reciprocal Compensation rate for 251(b)(5) voice traffic billed by the Parties. CLEC chooses voice services compensation at: (MUST Initial ONE choice)

1. \_\_\_\_\_ FCC Ordered Rate OR 2. KS State Ordered Rate

The Parties agree to all terms and conditions contained in this Agreement as indicated by signatures below:

**Lightyear Network Solutions, LLC**

Kevin Shady  
Signature

Kevin Shady  
Name Printed/Typed

Vice President-Local  
Title

7/7/04  
Date



**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director-Interconnection Agreements  
Title

7/12/04  
Date