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October 10, 2002

COMMISSION  
CLERK

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
& Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

ORIGINAL  
021038-TP

RE: Notice of Adoption of Level 3 Communications, LLC and Sprint-Florida, Incorporated  
Interconnection, Unbundling, Resale and Collocation Agreement by Lightyear  
Communications, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Lightyear Communications, Inc. of the Interconnection, Unbundling, and Resale Agreement for the State of Florida entered into by Level 3 Communications, LLC and Sprint-Florida, Incorporated which was filed with the Commission on August 8, 2002 in Docket No. 020878-TP.

Lightyear Communications, Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and five (5) copies of the agreement between Sprint-Florida, Incorporated and Lightyear Communications, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: John Greive, General Counsel  
Lightyear Communications, Inc.  
1901 Eastpoint Parkway  
Louisville, KY 40223

Phone: 502-244-6666

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

## **Master Interconnection and Resale Agreement**

This Master Interconnection and Resale Agreement ("Agreement") between Lightyear Communications, Inc. ("CLEC") and Sprint-Florida, Incorporated ("Sprint"), herein collectively "the Parties", is entered into and effective this 10th day of October, 2002 for the State of Florida.

NOW THEREFORE, the parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Florida entered into by and between Level 3 Communications, LLC and Sprint, dated July 8, 2002. That Agreement shall herein be referred to as the "Adopted Agreement". Should the terms of the Adopted Agreement conflict with this Agreement, the terms of this Agreement shall control. The Parties agree the Adopted Agreement is hereby amended as follows:

### **TERM:**

This agreement shall be in force for the period commencing with the date set forth above and continuing until July 7, 2004.

### **TERMS AND CONDITIONS:**

The following Section 36 hereby replaces Section 36 of PART C- GENERAL PRINCIPLES of the Adopted Agreement:

#### **36. INTERCONNECTION AND RECIPROCAL COMPENSATION**

36.1. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic and Information Access Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:

36.1.1. Bill and Keep is only applicable if terminating Local Traffic between the Parties is balanced within 10 percent.

36.1.2. Bill and Keep applies to Local Traffic between a CLEC end office and a Sprint tandem and is limited to 24 DSO trunks (one-way from CLEC to Sprint).

36.1.3. Traffic Studies may be conducted semi-annually to measure the amount of Local Traffic on the interconnection trunks to detect an

out of balance condition. Parties agree to share the results of such studies.

- 36.1.4. Either Party can cancel the Bill and Keep compensation arrangement for Local Traffic when traffic volumes require the installation of more than 24 one-way trunks or when the usage is out of balance by more than 10%. Formal notification of the cancellation must be provided in writing 90 days prior to the Effective Date. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.
- 36.1.5. If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting charges to be assessed by each Part for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.
- 36.1.6. Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply. Sprint will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.
- 36.2. On April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"). The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and each Party expressly reserves all of its rights, with respect to intercarrier compensation generally or under the ISP Compensation Order, specifically including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan.
- 36.3. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.
- 36.4. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP consistent with the Act and FCC Rules and Regulations. Where INP is

available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.

36.4.1. The ported party shall charge the porting party on a per line basis using the INP Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as subject to INP will be compensated as local interconnection as set forth in Table 1.

36.4.2. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.

- 36.5. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic" as defined herein and Information Access Traffic, for reciprocal compensation and intercarrier compensation purposes, respectively. The Party receiving the identified PLU factor may either use that factor, or to the extent it is technically capable, utilize Calling Party Number (CPN) information that may be transmitted with each call, to bill reciprocal and intercarrier compensation to the other Party. The Party receiving the PLU factor may request that the other Party provide all relevant documentation supporting development of the factor. Should the documentation indicate that the factor should be changed, the Parties agree that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic and traffic that is not Information Access Traffic, the Parties agree to exchange traffic and compensate one another based on the applicable rates and elements included in each party's access tariffs.

## **NOTICES:**

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

To CLEC:

John Greive  
General Counsel  
Lightyear Communications, Inc.  
1901 Eastpoint Parkway  
Louisville, KY 40223  
Telephone: 502.244.6666

To Sprint:

Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251  
Telephone: 913.315.7839

**PARTIES:**

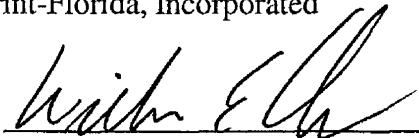
Lightyear Communications, Inc. is hereby substituted in the Adopted Agreement for Level 3 Communications, LLC.

Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

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

“Sprint”

Sprint-Florida, Incorporated

By: 

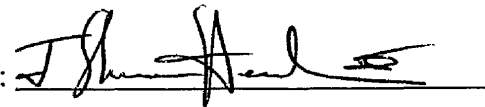
Name: William E. Cheek

Title: President – Wholesale Markets

Date: 10/14/02

“CLEC”

Lightyear Communications, Inc.

By: 

Name: J. Sherman Henderson

Title: CEO

Date: Oct 2, 2002

*J.S.*