

Matilda Sanders

From: Cooper, Roberta G [Roberta.G.Cooper@centurylink.com]
Sent: Friday, November 30, 2012 2:23 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S
Subject: Notice of Adoption-Terra Nova and CenturyLink
Attachments: Adoption Notice-Terra Nova Telecom 11-30-12.pdf

Filed on Behalf of: Susan S. Masterton
Senior Corporate Counsel
CenturyLink
315 S. Calhoun Street, Suite 500
Tallahassee, FL 32301
Telephone: 850/599-1560
Email: susan.masterton@centurylink.com

120301-TP

Docket No. _____ N/A _____

Title of filing: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by Terra Nova Telecom, Inc.

Filed on behalf of: CenturyLink

No of pages: _____ 5 _____

Description: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by Terra Nova Telecom, Inc.

Roberta Cooper
Legal Assistant III- Susan Masterton and Kevin Zarling
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DOCUMENT NUMBER DATE

07943 NOV 30 2012

FPSC-COMMISSION CLERK

11/30/2012



November 30, 2012

FILED ELECTRONICALLY

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

120301-7P

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink by Terra Nova Telecom, Inc.

Dear Ms. Cole:

Embarq Florida, Inc. d/b/a CenturyLink hereby provides notice to the Florida Public Service Commission of the adoption by Terra Nova Telecom, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by NuVox Communications, Inc. and Embarq Florida, Inc. d/b/a CenturyLink which was filed with the Commission in Docket No. 070239. Terra Nova Telecom, Inc. is adopting the agreement as provided by Section 252(i) of the Telecommunications Act of 1996.

If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

/s/ Susan S. Masterton
Susan S. Masterton

cc: Terra Nova Telecom, Inc.

SUSAN S. MASTERTON
Senior Corporate Counsel

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DOCUMENT NUMBER 01

07943 NOV 30 02

FPSC-COMMISSION CLERK



ADOPTION OF INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF FLORIDA

BETWEEN

TERRA NOVA TELECOM, INC.

AND

EMBARQ FLORIDA, INC., DBA CENTURYLINK

ADOPTION OF INTERCONNECTION, RESALE & COLLOCATION

This **INTERCONNECTION, RESALE & COLLOCATION AGREEMENT** ("Agreement") is entered into by and between Terra Nova Telecom, Inc. ("CLEC"), a Florida corporation, and **EMBARQ FLORIDA, INC., DBA CENTURYLINK** ("CenturyLink") a Florida corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of FLORIDA

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the **INTERCONNECTION, RESALE & COLLOCATION** for the state of FLORIDA entered into by and between Nuvox Communications and Embarq of Florida, Inc. dba CenturyLink dated March 20, 2007, as filed with the Florida Public Service Commission ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and CenturyLink pertaining to the subject matter hereof, applicable to the state of Florida

2. PARTIES

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Nuvox Communications; and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the Nuvox Communications Agreement are being adopted by CLEC pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CLEC as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;
 - (b) if the provision of the Terms to CLEC are not technically feasible; and/or to the extent CLEC already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the

existing 252(i) adoption).

- 3.4 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through March 19, 2010 **[CLEC hereby acknowledges the ICRA being adopted in this agreement has already expired on its own terms and understands the said ICRA may be terminated at any time in the future]** and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

5. NOTICES

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

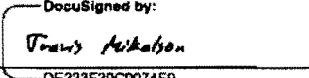
If to CLEC:
Terra Nova Telecom, Inc.
11523 Palm Brush Trail #401
Lakewood Ranch, FL 34202

If to CenturyLink:
Director – Contract Management
CenturyLink
KSOPKJ0201-2076
5454 W. 110th Street
Overland Park, KS 66211

With a Copy To:

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

TERRA NOVA TELECOM, INC.

By: 
Name : Travis Mikalson
Title: President
Date: 7/24/2012

EMBARQ OF FLORIDA, INC, DBA CENTURYLINK

By: 
Name: L.T. Christensen
Title: Director – Contract Management
Date: 8/8/2012