

**Ruth Nettles**

09 045-3-TP

**From:** Cooper, Roberta G[EQ] [Roberta.G.Cooper@Embarq.com]  
**Sent:** Monday, September 21, 2009 4:45 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Susan Masterton  
**Subject:** Amendment No. 1 to IURCA for EQ and Kentucky Data Link  
**Attachments:** Amendment No 1 between EQ and Kentucky Data Link 9-21-09.pdf

**Filed on Behalf of:** **Susan S. Masterton**  
**Senior Counsel**  
**Embarq**  
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**Tallahassee, FL 32301**  
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**Docket No.**       N/A      

**Title of filing:** Interconnection, Unbundling, Resale, and Collocation Agreement between Embarq Florida, Inc. and Kentucky Data Link, Inc.– Amendment No. 1

**Filed on behalf of:** **Embarq**

**No of pages:**       3      

**Description:** Interconnection, Unbundling, Resale, and Collocation Agreement between Embarq Florida, Inc. and Kentucky Data Link, Inc.– Amendment No. 1

**Roberta G. Cooper**  
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**09754 SEP 21 8**  
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**EMBARQ**

Embarq  
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1313 Blair Stone Rd  
Tallahassee, FL 32301  
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September 21, 2009

**FILED ELECTRONICALLY**

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

Re: Interconnection, Unbundling, Resale, and Collocation Agreement between Embarq Florida, Inc. and Kentucky Data Link, Inc.—Amendment No. 1

Dear Ms. Cole:

Attached please find for approval and filing Amendment No. 1 to the Interconnection, Unbundling, Resale, and Collocation Agreement between Embarq Florida, Inc. and Kentucky Data Link, Inc., which was approved in Docket Number 080598-TP on September 15, 2008.

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

Sincerely,

Susan S. Masterton

cc: Kentucky Data Link, Inc.  
John Chuang  
8829 Bond Street  
Overland Park, KS 66214

Enclosures

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DOCUMENT NUMBER-DATE

09754 SEP 21 09

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**AMENDMENT NO. 1 TO  
INTERCONNECTION, COLLOCATION & RESALE AGREEMENT**

This Amendment One ("Amendment"), effective this 15th day of July, 2009, is entered into by and between Kentucky Data Link, Inc. ("CLEC"), and Embarq Florida, Inc. ("Embarq"), hereinafter collectively, "the Parties", for the State of Florida.

**RECITALS**

WHEREAS, CLEC and Embarq entered into a Master Resale Agreement dated June 24, 2008 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to incorporate additional terms and conditions;

NOW THEREFORE, In consideration of the promises and agreements contained in this Amendment No. 1, the Parties agree as follows:

**AMENDMENT**

1. For CLEC's collocation arrangements that were installed by Embarq prior to the effective date of the Agreement the following terms, conditions and rates shall apply in addition to those collocation terms in Part L.
2. In the event CLEC desires to decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Embarq will perform the work to decommission CLEC's collocation arrangement that was installed by Embarq.
3. One (1) pre-existing collocation arrangement exists that is provisioned by Embarq and all materials are provided by Embarq at the time of this amendment:  
  
Tallahassee, FL (TLHSFLXA) – Circuit ID: 85.RLES.270011..CEFL (TLHSFLXAW15)
4. Table Two Amendment for Embarq provisioned arrangements:

Physical Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Floor Space (per Square Foot)		\$ 6.19
DC Power Costs (per Fused Ampere)		\$ 11.41
DC Power (per power lead, per foot)	\$ 25.66	
Conduit Space (per linear foot)		\$ 0.37
Conduit Space – Vault (per foot of 9 conduit vault)		\$ 1.16
Riser Space (per foot)		\$ 4.45
Diverse Riser Space (per foot)		\$ 4.45
DS1 Electrical Cross Connect /Special (per connection)		\$ 2.93
DS3 Electrical Cross Connect /Special (per connection)		\$ 25.85
Optical Cross-Connect /Special 4-Fiber (per connection)		\$ 38.51

**GENERAL**

1. Other than as set forth above, the Agreement remains unchanged and in full force and effect.
2. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
3. This Amendment No. 1 executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment effective the year and day first written above.

**CLEC**

By: \_\_\_\_\_

Name :

Title:

Date:



John Greenbank

President

7-15-2009

**Embarq**

By: \_\_\_\_\_

Name:

Title:

Date:



Michael R. Hunsucker

Director – Contract Management

9-10-09