

Eric Fryson

120255-TP

From: Cooper, Roberta G [Roberta.G.Cooper@centurylink.com]
Sent: Monday, October 08, 2012 3:27 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S
Subject: Notice of Adoption-Broadvox-CLEC, LLC
Attachments: Adoption Notice-Broadvox-CLEC 10-8-12.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

Docket No. N/A

Title of filing: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between US LEC of Florida LLC d/b/a PAETEC and Embarq Florida, Inc. d/b/a CenturyLink by Broadvox-CLEC, LLC

Filed on behalf of: CenturyLink

No of pages: 5

Description: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between US LEC of Florida LLC d/b/a PAETEC and Embarq Florida, Inc. d/b/a CenturyLink by Broadvox-CLEC, LLC

Roberta Cooper

Legal Assistant III- Susan Masterton and Kevin Zarlino
 Voice: 850-599-1563 | Fax: 850-224-0794
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DOCUMENT NUMBER-DATE

06849 OCT-8 2012

10/8/2012

FPSC-COMMISSION CLERK



October 8, 2012

VIA E-FILING

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

Re: Notice of Adoption of Interconnection, Unbundling, Collocation and Resale Agreement between US LEC of Florida LLC d/b/a PAETEC and Embarq Florida, Inc. d/b/a CenturyLink by Broadvox-CLEC, LLC

Dear Ms. Cole:

Embarq Florida, Inc. d/b/a CenturyLink hereby provides notice to the Florida Public Service Commission of the adoption by Broadvox-CLEC, LLC of the Interconnection, Unbundling, Collocation and Resale Agreement entered into by US LEC of Florida LLC d/b/a PAETEC and Embarq Florida, Inc. d/b/a CenturyLink which was filed with the Commission in Docket No. 100367. Broadvox-CLEC, LLC 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: Broadvox-CLEC, LLC

SUSAN S. MASTERTON
Senior Corporate Counsel
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Tallahassee, FL 32031
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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK



**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

**BETWEEN
BROADVOX - CLEC, LLC
AND
EMBARQ FLORIDA, INC. FORMERLY EMBARQ-FLORIDA, INCORPORATED D/B/A CENTURYLINK**

EXPIRATION: APRIL 1, 2014

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between Broadvox – CLEC, LLC ("CLEC"), a Delaware limited liability company, and Embarq Florida, Inc. formerly Embarq-Florida, Incorporated d/b/a 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 Master Interconnection, Collocation and Resale Agreement for the state of Florida entered into by and between US LEC of Florida LLC d/b/a Paetec ("US LEC"), and Embarq Florida, Inc. formerly Embarq-Florida, Incorporated d/b/a CenturyLink, dated June 25, 2010, 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 US LEC; and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The rates, terms and conditions ("Terms") of the US LEC 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 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, after proving to the Public Utilities Commission of Florida consistent with Section 51.809(b) that:
 - (a) the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;
 - (b) the provision of the Terms to CLEC are not technically feasible;
- 3.3 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards a mutually agreeable alternative or resolution.

DOCUMENT NUMBER-DATE

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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 30 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 and may be terminated pursuant to the Terms of the Adopted 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:

Attn: Kyle Bertrand
VP, Network Planning and Regulatory
Broadvox – CLEC, LLC
75 Erieview Plaza
Ste. 400
Cleveland, OH 44114
kbertrand@broadvox.com
216-373-4636

If to CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street
6th Floor
Denver, CO 80202
intagree@centurylink.com
Phone: 303-672-2879

With a Copy to:

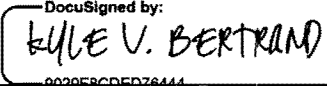
Alex Gertsburg, Esq.
EVP – General Counsel,
Broadvox – CLEC, LLC
75 Erieview Plaza
Ste. 400
Cleveland, OH 44114
agertsburg@broadvox.com
216-373-4811

With copy to CenturyLink at the address shown below:

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Legal.Interconnection@centurylink.com
Phone: 303-383-6553

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

BROADVOX – CLEC, LLC

By: 
0020F8CDED76444...

Name : Kyle Bertrand

Title: VP, Network Planning and Regulatory

Date: 9/26/2012

Embarq Florida, Inc. d/b/a CenturyLink

By: 
05E9FC68BD57454...

Name: L.T. Christensen

Title: Director – Wholesale Contracts

Date: 9/26/2012