

UT-123029
om-1110/13
NO ACTION

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040



Maura E. Peterson
Paralegal
Regulatory Law

*Via web portal and
Overnight Delivery*

December 13, 2012

Mr. Dave Danner, Executive Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

RECEIVED
PROGRAMS MANAGEMENT
2012 DEC 14 PM 12:35
STATE OF WASHINGTON
UTIL. AND TRNSP.
COMMISSION

Re: Docket No. (Not Yet Assigned)
Request for Approval of Adopted Interconnection Agreement between
United Telephone Company of the Northwest d/b/a CenturyLink and
Broadvox – CLEC, LLC

Dear Mr. Danner:

In accordance with WAC 480-07-640, please find enclosed the original Agreement between United Telephone Company of the Northwest dba CenturyLink (“CenturyLink”) and Broadvox – CLEC, LLC. (“Broadvox”). Broadvox has adopted, in its entirety, the previously approved Agreement between AT&T Communications of the Pacific Northwest, Inc. and United Telephone Company of the Northwest d/b/a CenturyLink, Docket No. UT-093036, approved by the Commission on October 29, 2009.

The enclosed Agreement does not discriminate against non-party carriers. It is consistent with state and federal law, and is in the public interest. CenturyLink respectfully requests that the Commission approve this Agreement.

Sincerely,

Maura E. Peterson

MEP:mep
Enclosure
cc: Kyle Bertrand



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

**BETWEEN
BROADVOX - CLEC, LLC
AND
UNITED TELEPHONE COMPANY OF THE NORTHWEST
f/k/a EMBARQ d/b/a CENTURYLINK**

EXPIRATION: APRIL 1, 2014

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

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between Broadvox – CLEC, LLC ("CLEC"), a Delaware limited liability company, and United Telephone Company of the Northwest f/k/a Embarq d/b/a CenturyLink a Washington corporation ("CenturyLink"), 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 Washington.

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 Washington entered into by and between AT&T Communications of the Pacific Northwest, Inc. ("AT&T"), and United Telephone Company of the Northwest f/k/a Embarq d/b/a CenturyLink, dated July 27, 2009, as filed with the Washington Utilities and Transportation 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 Washington.

2. PARTIES

For the purposes of this Agreement, Broadvox – CLEC is hereby substituted in the Adopted Agreement for AT&T; and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The rates, terms and conditions ("Terms") of the Adopted 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 Washington 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.

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
303-672-2879

With a Copy to:

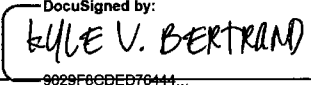
Alex Gertsburg, Esq.
EVP – General Counsel
Broadvox – CLEC, LLC
75 Erieview Plaza
Ste. 400
Cleveland, OH 44114
agertsburg@broadvox.com
216-373-4811

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
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: 
Name : Kyle Bertrand
Title: VP, Network Planning and Regulatory
Date: 12/11/2012

UNITED TELEPHONE COMPANY OF THE NORTHWEST

By: 
Name: L.T. Christensen
Title: Director – Wholesale Contracts
Date: 12/12/2012