CenturyLink

 50 W. Broad Street
 (614) 220-8629

 Suite 3600
 Fax (614) 224-3902

 Columbus, Ohio 43215
 Fax (614) 224-3902

Gary Baki Docket Manager Law and External Affairs

Internet: gary.s.baki@centurylink.com

August 26, 2010

Ms. Reneé Jenkins Docketing Division Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215-3793

RE: Application of CenturyTel of Ohio Inc. dba CenturyLink for Approval of a Negotiated Agreement with Allied Wireless Communications Corporation PUCO Case No: 10-1246-TP-NAG 90-5041-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing is an Application of CenturyTel of Ohio Inc. dba CenturyLink for Approval of a Negotiated Agreement with Allied Wireless Communications Corporation under Section 252 of the Telecommunications Act of 1996. The Telecommunications Application Form is also being submitted at this time.

Thank you for your assistance in this matter.

Sincerely,

Your Bali

Gary Baki

Enclosures

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 01/18/2008)

In the Matter of the Application of CenturyTel of Ohio d/b/a CenturyLink for a Negotiated Agreement with Allied Wireless Communications Corporation.)))) TRF Docket No. 90-<u>5041 TP-TRF</u>) Case No. 10 -1246 - TP - <u>NAG</u>) NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK. 		
Name of Registrant(s) CenturyTel of Ohio				
DBA(s) of Registrant(s) CenturyLink				
Address of Registrant(s) 50 W. Broad St., Suite 3600 Colum	bus, Ohio 4	43215		
Company Web Address www.centurylink.com				
Regulatory Contact Person(s) Gary Baki		Phone 614-220-8629	Fax 614-224-3902	
Regulatory Contact Person's Email Address gary.s.baki@centurylink.com				
Contact Person for Annual Report Mike Mohr			Phone 913-345-7625	
Address (if different from above)				
Consumer Contact Information Donna Powell Phone 800-238-3095			Phone 800-238-3095	
Address (if different from above) CenturyLink Executive and Regulatory Services, Tarboro NC 27886				
Motion for protective order included with filing? 🗌 Yes 🔀 No				
Motion for waiver(s) filed affecting this case? 🗌 Yes 🖾 No [Note: Waivers may toll any automatic timeframe.]				

Section I – Pursuant to Chapter <u>4901:11-6 OAC</u> – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. *CMRS providers: Please see the bottom of Section II.*

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<u>Carrier Type</u> Other (explain below)	ILEC	CLEC		AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF <u>1-6-04(B)</u> (0 day Notice)	□ TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	☐ ZTA <u>1-6-04(B)</u> (0 day Notice)	□ ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	Or ATW <u>1-6-12(A)</u> (Non-Auto)	ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF <u>1-6-05(C)</u> (0 day Notice)	TRF <u>1-6-05(C)</u> (0 day Notice)	☐ TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF <u>1-6-05(E)</u> (0 day Notice)	□ TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I - Part II - Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u>	□ AAC <u>1-6-10(F)</u>	CLECs must attach a current CLEC	
	(Auto 30 days)	(0 day Notice)	Exchange Listing Form	
Abandon all Services - With Customers	ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(A)</u>	☐ ABN <u>1-6-11(B)</u>	☐ ABN <u>1-6-11(B)</u>
	(Non-Auto)	(Auto 90 day)	(Auto 14 day)	(Auto 14 day)
Abandon all Services - Without		ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(B)</u>	ABN <u>1-6-11(B)</u>
Customers		(Auto 30 days)	(Auto 14 day)	(Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u>	ACN <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u>	ACO <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u>	AMT <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u>	ATC <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	☐ ATR <u>1-6-14(B)</u>	ATR <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	(0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)

Section II - Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	NAG <u>1-7-07</u>	NAG <u>1-7-07</u>		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service				
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural	UNC <u>1-7-04</u> or	UNC <u>1-7-04</u> or		
carrier supension or modifiction	(Non-Auto) <u>1-7-05</u>	(Non-Auto) 1-7-05		
Pole attachment changes in terms and	UNC 1-7-23(B)	UNC <u>1-7-05</u>		
conditions and price changes.	(Non-Auto)	(Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change in Operations] (0 day)		NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain)				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-14 Filing Requirements on the</u> <u>Commission's Web Page</u> for a complete list of exhibits.

Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>United Telephone Company of Ohio</u>, and am authorized to make this statement on its behalf. <u>d/b/a CenturyLink</u>

(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) ____ at (Location) ____

*(Signature and Title) _____

(Date)

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Joseph R. Stewart

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)____

(Date) August 26, 2010

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

)

)

In the Matter of the Application of CenturyTel of Ohio Inc. ("CenturyLink") for the Approval of a Negotiated Agreement with Allied Wireless Communications Corporation. Under Section 252 of the Telecommunications Act of 1996

Case No. 10-1246-TP-NAG

APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996

CenturyTel of Ohio Inc. dba CenturyLink applies to the Commission for review and approval of the attached Interconnection and Reciprocal Compensation Agreement ("Agreement") that is dated July 21, 2010 between CenturyTel of Ohio Inc. dba CenturyLink ("CenturyLink") and Allied Wireless Communications Corporation ("Carrier"), pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et seq.) ("the Act").

The Agreement between the parties shall consist of the Interconnection and Reciprocal Compensation Agreement for the state of Ohio entered into by and between CenturyLink and GTE Wireless of the Midwest dba Verizon Wireless, New Par dba Verizon Wireless, Hamilton Cellular Telephone Company dba Verizon Wireless, Cellco Partnership dba Verizon Wireless, and Springfield Cellular Telephone Company dba Verizon Wireless dated May 1, 2004 and was arrived at through negotiations between CenturyLink and Carrier as contemplated by Section 252(a) of the Act.

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e) (1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience and necessity."

The attached Agreement does not discriminate against any telecommunications carrier that is not a party to the Agreement. CenturyLink will make the Agreement available to any other carrier operating in CenturyLink service territory. However, the Agreement does not preclude different arrangements with other carriers. In addition, this Agreement does not impact any other company's right to negotiate or arbitrate under the Act. The attached Agreement is consistent with the public interest, convenience and necessity because it allows for interconnection, collocation and resale for the Carrier. The Agreement represents the end product of good faith negotiations between CenturyLink and Carrier. This is exactly the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Therefore, the implementation of the Agreement will be consistent with the public interest, convenience and necessity.

CenturyLink requests that the Commission approve the Agreement.

Respectfully submitted,

Joseph R. Stewart (Ohio Reg. No. 0028763) Attorney for United Telephone Company of Ohio d/b/a CenturyLink 50 West Broad Street, Suite 3600 Columbus, Ohio 43215-5918 Telephone: 614/220-8625 Facsimile: 614/224-3902 joseph.r.stewart@centurylink.com

CERTIFICATE OF SERVICE

Copies of the foregoing Application for Approval of a Negotiated Agreement between CenturyTel of Ohio Inc. d/b/a CenturyLink and Allied Wireless Communications Corporation were served on the following person via email on this 26th day of August, 2010.

Joseph R. Stewart (Ohio Reg. No. 0028763) Attorney for United Telephone Company of Ohio d/b/a CenturyLink 50 West Broad Street, Suite 3600 Columbus, Ohio 43215-5918 Telephone: 614/220-8625 Facsimile: 614/224-3902 joseph.r.stewart@centurylink.com

Jeffery Humiston VP & General Counsel 1001 Technology Dr. Little Rock, AR 72223

Cindy Steele Procurement 1001 Technology Dr. Little Rock, AR 72223



INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

FOR THE STATE OF OHIO

BETWEEN

CENTURYTEL OF OHIO, INC.

AND

ALLIED WIRELESS COMMUNICATIONS CORPORATION

EFFECTIVE DATE: JULY 21, 2010 END DATE: JULY 21, 2012

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is entered into by and between Allied Wireless Communications Corporation ("CLEC"), and CenturyTel of Ohio, Inc. ("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 Ohio.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection and Reciprocal Compensation Agreement for the state of Ohio entered into by and between CenturyTel of Ohio, Inc. ("CenturyLink"), and GTE Wireless of the Midwest d/b/a Verizon Wireless, New Par d/b/a Verizon Wireless, Hamilton Cellular Telephone Company d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless, and Springfield Cellular Telephone Company d/b/a Verizon Wireless") dated May 1, 2004, as filed with the Public Utilities Commission of Ohio ("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 Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.
- 1.5 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 Ohio.

2. PARTIES

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

3. PROVISIONS

- 3.1 The Terms of the Verizon Wireless Interconnection and Reciprocal Compensation 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 the 21st day of July, 2012, 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: Jeffrey Humiston Vice President and General Counsel 1001 Technology Drive Little Rock, AR 72223 501-448-1212

With a Copy To: Cindy Steele Procurement 1001 Technology Drive Little Rock, AR 72223 csteele@awcc.com If to CenturyLink:

Director – Contract Management CenturyLink KSOPKJ0201-2076 5454 W. 110th Street Overland Park, KS 66211 **IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Allied Wireless Communications Corporation		
	H Yh	
By:	As & m	
Name :	FERNETTI J. BORNER	
Title:	VP - ENGE OPS	
Date:	Juy 15, 2010	

Centur	
By:	Muluus
Name:	Michael R. Hunsucker
Title:	Director – Contract Management

Date: **7-21-10**

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/26/2010 12:25:38 PM

in

Case No(s). 10-1246-TP-NAG

Summary: Agreement between CenturyTel of Ohio dba CenturyLink and Allied Wireless Communication Corporation electronically filed by Gary Baki on behalf of CenturyTel of Ohio dba CenturyLink