

CenturyLink

50 W. Broad Street (614) 220-8629
Suite 3600 Fax (614) 224-3902
Columbus, Ohio 43215

Gary Baki
Docket Manager
Law and External Affairs

Internet: gary.s.baki@centurylink.com

December 9, 2010

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

RE: Application of United Telephone Company of Ohio, d/b/a CenturyLink for
Approval of a Negotiated Agreement with US Signal Company LLC, D/B/A RVP Fiber
Company

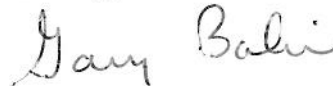
PUCO Case No: 10-2966-TP-NAG
90-5041-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing is an Application of United Telephone Company of Ohio d/b/a CenturyLink for Approval of a Negotiated Agreement with US Signal Company LLC, D/B/A RVP Fiber Company 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,



Gary Baki

Enclosures

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
United Telephone Company of Ohio d/b/a)	
CenturyLink for the Approval of a Negotiated)	
Agreement with US Signal Company LLC,)	Case No. 10-2966-TP-NAG
D/B/A RVP Fiber Company Under Section)	
252 of the Telecommunications Act of 1996)	

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

United Telephone Company of Ohio, d/b/a CenturyLink applies to the Commission for review and approval of the attached Interconnection, Collocation and Resale Agreement ("Agreement") that is dated October 15, 2010 between United Telephone Company of Ohio, d/b/a CenturyLink ("CenturyLink") and US Signal Company LLC, D/B/A RVP Fiber Company ("US Signal"), 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, Collocation and Resale Agreement for the state of Ohio entered into by and between AT&T Communications of Ohio Inc. and United Telephone Company of Ohio dba CenturyLink dated September 9, 2007. The Agreement is dated October 15, 2010 and arrived at through negotiations between CenturyLink and US Signal 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 companies. The Agreement represents the end product of good faith negotiations between CenturyLink and US Signal. 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.

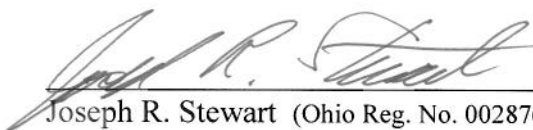
Respectfully submitted,



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 United Telephone Company of Ohio d/b/a CenturyLink and US Signal Company LLC dba RVP Fiber Company served on the following person by email on this 9th day of December, 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

Barbara Boshoven
VP of Corporate Affairs
201 Ionia Street SW
Grand Rapids, MI 49503
bboshoven@ussignal.com

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

In the Matter of the Application of United Telephone)
Company of Ohio d/b/a CenturyLink for a Negotiated)
Agreement with US Signal Company LLC dba RVP Fiber)
Company)

TRF Docket No. 90-5041 TP-TRF

Case No. 10 -2966 -**TP** - **NAG**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) United Telephone Company of Ohio

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 50 W. Broad St., Suite 3600 Columbus, Ohio 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 Ken Buchan

Phone 318-362-1538

Address (if different from above) _____

Consumer Contact Information Donna Powell

Phone 800-238-3095

Address (if different from above) CenturyLink Executive and Regulatory Services, Monroe La. 71201

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 4901:11-6 OAC – 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 www.puco.ohio.gov 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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Non-Auto)	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> 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)		<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA <u>1-6-09(C)</u> (Auto 30 days)	<input type="checkbox"/> AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Non-Auto)	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 90 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> 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 amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-05</u> (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> 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 the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	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).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

(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) Joseph R. Stewart, Senior Counsel

(Date) December 9, 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



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

FOR THE STATE OF OHIO

BETWEEN

US SIGNAL COMPANY, L.L.C, D/B/A RVP FIBER COMPANY

AND

UNITED TELEPHONE COMPANY OF OHIO D/B/A/ EMBARQ D/B/A CENTURYLINK

EFFECTIVE: OCTOBER 15, 2010

EXPIRATION: JULY 1, 2012

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between US Signal Company, L.L.C., d/b/a RVP Fiber Company] ("US Signal"), a Michigan corporation, and United Telephone Company of Ohio, d/b/a/ CenturyLink ("CenturyLink") an Ohio 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 Ohio.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection, collocations and Resale Agreement for the state of Ohio entered into by and between AT&T Communications of Ohio, Inc., and United Telephone company of Ohio dba Embarq (which is now known as United Telephone Company of Ohio, dba CenturyLink), dated September 9, 2007, as filed with the Public Utility 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 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between US Signal and CenturyLink pertaining to the subject matter hereof, applicable to the state of Ohio.

2. PARTIES

For the purposes of this Agreement, US Signal is hereby substituted in the Adopted Agreement for AT&T Communications of Ohio, Inc.; and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the AT&T Communications of Ohio, Inc. Agreement are being adopted by US Signal pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to US Signal 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 US Signal'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 US Signal 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 US Signal are greater than the costs of providing it to the original signatory carrier;

- (b) if the provision of the Terms to US Signal are not technically feasible; and/or to the extent US Signal 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 US Signal in writing and CenturyLink and US Signal agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should US Signal 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 July 1, 2011 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 US Signal:

Barbara Boshoven
VP of Corporate Affairs
201 Ionia Street SW
Grand Rapids, MI 49503
bboshoven@ussignalcom.com

If to CenturyLink:

Director –Contract Management
KSOPKJ0201-2076
5454 W 110th Street
Overland Park, KS 66211

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

US SIGNAL COMPANY, L.L.C. DBA
RVP FIBER COMPANY

UNITED TELEPHONE COMPANY OF OHIO
DBA CENTURYLINK

By:

Barbara Boshoven

Name:

Barbara Boshoven

Title:

VP of Corporate Affairs

Date:

October 8, 2010

By:

Michael R. Hunsucker

Name:

Michael R. Hunsucker

Title:

Director – Contract Management

Date:

11-5-10

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/9/2010 10:57:51 AM

in

Case No(s). 10-2966-TP-NAG

Summary: Agreement between United Telephone Company of Ohio dba CenturyLink and US Signal LLC dba RVP Fiber Company electronically filed by Gary Baki on behalf of United Telephone Company of Ohio dba CenturyLink