



September 10, 2012

Linda K. Gardner
Associate General Counsel
And Chief Privacy Officer
5454 West 110th Street
Overland Park, KS 66211
linda.gardner@centurylink.com
913-345-6193

RECEIVED²

SEP 12 2012

*Records
Public Service Commission*

Missouri Public Service Commission
Governor Office Building
200 Madison
P.O. Box 360
Jefferson City, MO 65102-0360

Re: Interconnection, Collocation, and Resale Agreement by and between Windstream NuVox Missouri, Inc. and Embarq Missouri, Inc. d/b/a CenturyLink

Dear Secretary:

Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink") submits this adoption notice for approval of an Interconnection, Collocation and Resale Agreement between Windstream NuVox Missouri, Inc. ("CLEC") and CenturyLink pursuant to the provisions found in 4 CSR 240-3.513(4)(A).

This agreement, to be adopted by CLEC in its entirety, is the same agreement previously approved by the Commission in Case No. IK-2012-0117, In The Matter of an Interconnection, Collocation and Resale Agreement by and between Qwest Communications Company, LLC and Embarq Missouri, Inc. d/b/a CenturyLink, Order issued November 15, 2011; effective November 25, 2011.

If you have any questions or concerns, please contact us.

Respectfully,

A handwritten signature in black ink, appearing to read "Linda Gardner", written over a horizontal line.

Linda Gardner Bar No. 32224
5454 West 110th Street
Mailstop: KSOPKJ0401
Overland Park, KS 66211
Phone: 913-345-6193
Email: linda.gardner@centurylink.com

Enclosure



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

BETWEEN

Windstream NuVox Missouri, Inc.

AND

Embarq Missouri, Inc. d/b/a CenturyLink

EXPIRATION: September 14, 2013

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between Windstream NuVox Missouri, Inc. ("CLEC"), a Delaware corporation, and Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink") a Missouri 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 Missouri.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the state of Missouri entered into by and between Qwest Communications Company, LLC, and Embarq Missouri, Inc. d/b/a CenturyLink, dated September 15, 2011 as filed with the Missouri 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 Missouri.

2. PARTIES

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

3. PROVISIONS

- 3.1 The 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 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 September 14, 2013 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:

Al Finnell
Sr. Manager – Carrier Relations
Windstream
6801 Morrison Blvd. Street
Charlotte, NC 28211
704-319-1946
al.finnell@windstream.com

If to CenturyLink:

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

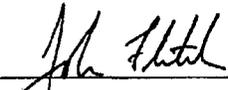
With copy to CenturyLink at the address shown below:

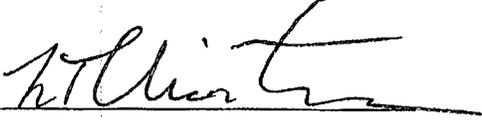
CenturyLink Law Department
Associate General Counsel,
Interconnection
1801 California Street, 9th
Floor
Denver, CO 80202
Email:
Legal.Interconnection@centurylink.com
Phone: 303-383-6553

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

Windstream NuVox Missouri, Inc.

Embarq Missouri, Inc. d/b/a CenturyLink

By: 
Name: John Fletcher
Title: General Counsel
Date: August 9, 2012

By: 
Name: L.T. Christensen
Title: Director - Wholesale Contracts
Date: 8/16/12