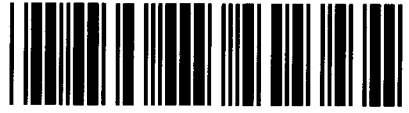




Control Number: 40773



Item Number: 1

Addendum StartPage: 0

TABLE OF CONTENTS

DOCKET NO.

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PUBLIC UTILITY COMMISSION
FILING CLERK

APPLICATION OF CENTURYTEL OF PORT ARANSAS, INC., D/B/A CENTURYLINK, CENTURYTEL OF SAN MARCOS, INC., D/B/A CENTURYLINK AND CENTURYTEL OF LAKE DALLAS, INC., D/B/A CENTURYLINK FOR APPROVAL OF A MASTER RESALE AGREEMENT WITH ACCESS POINT, INC. UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

	<u>PAGE(S)</u>
I. Application	1-3
II. Attachment I Interconnection Agreement	4-7
III. Attachment II Affidavit of Larry Christensen	8
IV. Attachment III Affidavit of Richard Brown	9



CenturyLink™

September 21, 2012

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, TX 78701

Re: Application of CenturyTel of Port Aransas, Inc., d/b/a CenturyLink, CenturyTel of San Marcos, Inc., d/b/a CenturyLink and CenturyTel of Lake Dallas, Inc., d/b/a CenturyLink for Approval of a Master Resale Agreement with Access Point, Inc. Under PURA and the Telecommunications Act of 1996

Docket No. 40773

Dear Commission Filing Clerk:

CenturyLink hereby submits this application for approval of a Resale Agreement ("Agreement") under the Telecommunications Act of 1996 ("the Act") and the Public Utility Regulatory Act ("PURA"), and would respectfully show the Public Utility Commission of Texas (the "Commission") the following:

I. Agreement

CenturyLink presents this Application for Approval pursuant to the terms of Section 252 of the Act, PURA, and PUC Procedural Rule §21.97.

Pursuant to §21.97(a)(3), affidavits explaining how the Agreement is consistent with the public interest, conveniences, and necessity, including all relevant requirements of law, are filed with this Application as Attachments II and III.

II. Request for Approval

CenturyLink and Access Point, Inc. jointly seek the Commission's final approval of this Application, pursuant to applicable PUC Procedural Rule §21.97. The Application complies with said Rule and Section 252(e) of the Act because the proposed Agreement is pro-competitive and does not discriminate against any telecommunications carrier that is not a part thereto, and is consistent with the public interest, conveniences, and necessity and consistent with other requirements of state law. There are no outstanding issues between the parties requiring mediation or arbitration. CenturyLink and Access Point, Inc. respectfully request that the Commission grant final approval of this Application, without change, suspension or other delay in its implementation.

III. Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and PUC Procedural Rule §21.97. The respective affidavits of the CenturyLink Representative filed herein as Attachment II, and the Access Point, Inc. Representative filed herein as Attachment III, establish that the Agreement submitted herein satisfies these standards and that both parties seek approval of this Agreement.

IV. SPCOA Information

Access Point, Inc. has been granted SPCOA No. 60794 and is authorized to provide service in the United and Central territories. For purposes of this application, Access Point, Inc. contact information is as follows:

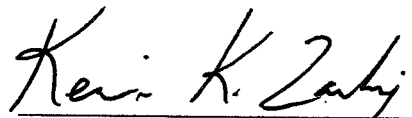
ACCESS POINT, INC.
KATE STEM
REGULATORY ANALYST
1100 CRESCENT GREEN, SUITE 109
CARY, NC 27518
Phone: 919-827-0427
Fax: 919-851-5422

V. Requested Procedure and Relief

Given the relatively narrow scope of the approval process contemplated by Section 252(e) and applicable PUC Procedural Rules, CenturyLink requests that this application be reviewed and approved administratively within the 15-day timeframe provided by §21.97 and as is customary for such filings.

VI. Conclusion

For the reasons set forth above, the Applicants respectfully request that the Commission grant all of the relief requested herein.



Kevin K. Zarling
Associate General Counsel
CENTURYLINK
400 W 15th Street, Suite 315
Austin, Texas 78701-1600
(512) 867-1075 (voice)
(512) 472-8362 (fax)
Kevin.K.Zarling@CenturyLink.com

cc: Access Point, Inc.



RESALE AGREEMENT

FOR THE STATE OF TEXAS

BETWEEN

ACCESS POINT, INC.

AND

**CENTURYTEL OF PORT ARANSAS, INC., LLC DBA CENTURYLINK;
CENTURYTEL OF SAN MARCOS, INC., DBA CENTURYLINK; CENTURYTEL OF LAKE
DALLAS, INC., DBA CENTURYLINK**

EXPIRATION: FEBRUARY 15, 2014

RESALE AGREEMENT

This Resale Agreement ("Agreement") is entered into by and between Access Point, Inc., ("CLEC"), a North Carolina corporation, and CenturyTel of Port Aransas, Inc., dba CenturyLink ; CenturyTel of San Marcos, Inc., dba CenturyLink, and CenturyTel of Lake Dallas, Inc., dba CenturyLink ("CenturyLink") (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), Texas corporations, 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 Texas.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Resale Agreement for the state of Texas entered into by and between vCom Solutions and CenturyTel of Port Aransas, Inc., dba CenturyLink ; CenturyTel of San Marcos, Inc., dba CenturyLink, and CenturyTel of Lake Dallas, Inc., dba CenturyLink, dated February 15, 2012, as filed with the Texas 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 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 Texas.

2. PARTIES

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

3. PROVISIONS

- 3.1 The Terms of the vCom Solutions' 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 February 15, 2014, 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:

Access Point:
Richard E. Brown, CEO
1100 Crescent Green, Suite 109
Cary, NC 27518
Phone: 919-827-0449
Email: Richard.brown@accesspointinc.com

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

With copy to

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, Access Point, Inc., and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

ACCESS POINT, INC.

**CENTURYTEL OF SAN MARCOS, INC., DBA
CENTURYLINK
CENTURYTEL OF LAKE DALLAS, INC.,
DBA CENTURYLINK
CENTURYTEL OF PORT ARANSAS, INC.,
DBA CENTURYLINK**

DocuSigned by:
Richard Brown
29D42A4EBC11408

Signature

Richard E. Brown
Printed Name

CEO
Title

7/13/2012
Date

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L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

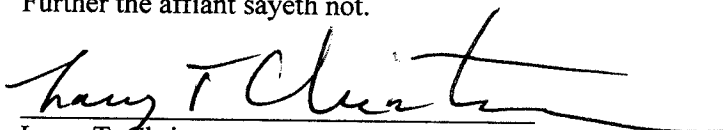
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Date

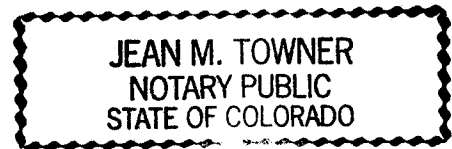
AFFIDAVIT OF
Larry T. Christensen

Before me, the Undersigned Authority, on this 31 day of July, 2012 personally appeared, Larry T. Christensen, who, upon being by me duly sworn on oath and said the following:

1. My name is Larry T Christensen. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Director – Wholesale Contracts with CenturyLink. I have personal knowledge of the Resale Agreement (“Agreement”) between Access Point, Inc., and CenturyTel of Port Aransas, Inc. dba CenturyLink, CenturyTel of San Marcos, Inc., dba CenturyLink and CenturyTel of Lake Dallas, Inc. dba CenturyLink (“CenturyLink”).
2. This Resale Agreement is the result of negotiation. I believe that this Resale Agreement between Access Point, Inc., and CenturyLink, is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Resale Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Resale Agreement that discriminates against any telecommunications carrier that is not a party to the Resale Agreement. The terms of this Resale Agreement are available to any similarly situated local service provider negotiating a similar Resale Agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further the affiant sayeth not.


Larry T. Christensen



STATE OF COLORADO
COUNTY OF DENVER

Sworn and Subscribed to before me this 31st day of JULY, 2012 to certify which witness my hand.


Notary Public in and for the State of COLORADO

My Commission expires on: 4-13-2014

AFFIDAVIT OF
Richard E. Brown

Before me, the Undersigned Authority, on this 6th day of August, 2012, personally appeared, Richard E. Brown, who, upon being by me duly sworn on oath and said the following:

1. My name is Richard E. Brown. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am CEO with Access Point.. I have personal knowledge of the Resale Agreement ("Agreement") between Access Point, Inc., and CenturyTel of Port Aransas, Inc. dba CenturyLink, CenturyTel of San Marcos, Inc., dba CenturyLink and CenturyTel of Lake Dallas, Inc. dba CenturyLink ("CenturyLink").
- 2.
3. This Resale Agreement is the result of negotiation. I believe that this Resale Agreement between Access Point, Inc., and CenturyLink, is in the public interest and comports with the relevant requirements of state law.
4. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Resale Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
5. I am not aware of any provision in this Resale Agreement that discriminates against any telecommunications carrier that is not a party to the Resale Agreement. The terms of this Resale Agreement are available to any similarly situated local service provider negotiating a similar Resale Agreement.
6. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

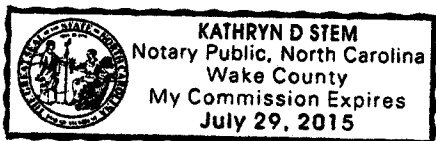
Further the affiant sayeth not.

Richard E. Brown

Richard E. Brown

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and Subscribed to before me this 6th day of August, 2012 to certify which witness my hand.



Kathryn D. Stem
Notary Public in and for the State of NC

My Commission expires on: July 29, 2015