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DOCKET NO. _____

APPLICATION OF CENTRAL TELEPHONE COMPANY OF TEXAS, INC. DBA CENTURYLINK AND UNITED TELEPHONE COMPANY OF TEXAS, INC., DBA CENTURYLINK, FOR APPROVAL OF AN INTERCONNECTION AGREEMENT WITH GRANDE COMMUNICATIONS NETWORKS, LLC. UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

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June 4, 2015

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

Re: Application of Central Telephone Company of Texas, Inc. dba CenturyLink and United Telephone Company of Texas, Inc., dba CenturyLink (collectively “CenturyLink”) and Grande Communications Networks, LLC. for Approval of an Agreement Adopting Terms and Conditions Pursuant to PUC Proc. R. § 21.103 and the Federal Telecommunications Act of 1996 § 252(i)

Docket No. _____

Dear Commission Filing Clerk:

CenturyLink hereby submits this application for approval of an Agreement between CenturyLink and Grande Communications Networks, LLC. For the Adoption (or “MFN”) of an Interconnection Agreement that has been previously approved by the Public Utility Commission of Texas (the “Commission”), and would respectfully state 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 § 21.103.

Grande Communications Networks, LLC. has agreed to MFN into the Interconnection Agreement between CenturyLink and New Horizons Communications Corp., which was approved by the Commission on October 14, 2014, in Docket No. 43388. Pursuant to § 21.103(a), affidavits explaining how the Agreement is consistent with the public interest, convenience, and necessity, including all relevant requirements of law, are being are filed with this Application as Attachments II and III.

II. Request for Approval

CenturyLink seeks the Commission’s final approval of this Application, pursuant to PUC Procedural Rule § 21.103. The Application compiles with said Rule and Sections 252(e) and (i) of the Act because the proposed Agreement adopts an existing Agreement that the Commission has already found is pro-competitive and that does not discriminate against any telecommunications carrier that is not a part thereto, and that is consistent with the public interest, conveniences, and necessity and consistent with other requirements of state law. The affidavits filed herein as Attachments II and III establish that the Agreement submitted herein satisfies these standards. CenturyLink and New

Horizons Communications Corp. respectfully requests 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 § 21.101. The affidavits filed herein as Attachments II and III, establish that the Agreement submitted herein satisfies these standards.

IV. SPCOA Information

Grande Communications Networks, LLC. has been granted SPCOA No. 60341 and is authorized to provide service in the United and Central territories. Grande Communications Networks, LLC. contact information is as follows:

James Jordan
Vice President – Network Services
Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78640
Phone: 512.878.5696
Email: james.jordan@mygrande.com

V. Requested Procedure and Relief

Given that this Agreement is an adoption of an Agreement that has already been approved by the Commission, CenturyLink believes that no additional notice of this application should be required, and that administrative approval should be issued within 15 days as prescribed by § 21.101(b) (as incorporated by reference in § 21.103(b)).

VI. Conclusion

For the reasons set forth above, CenturyLink respectfully requests 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: James Jordan



**Adoption of the
Interconnection Agreement**

By

Grande Communications Networks, LLC

**Adopting the
Interconnection Agreement**

Between

**Central Telephone Company of Texas, Inc. dba CenturyLink;
United Telephone Company of Texas, Inc. dba CenturyLink**

And

NHC Corp.

For the State of Texas

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Central Telephone Company of Texas, Inc. dba CenturyLink; United Telephone Company of Texas, Inc. dba CenturyLink (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company) ("CenturyLink"), and Grande Communications Networks, LLC ("CLEC"), a Delaware limited liability company, each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates 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 Interconnection Agreement entered into by and between CenturyLink and NHC Corp., that was approved by the Commission in 2014 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 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.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for NHC Corp.

3. PROVISIONS

- 3.1 The Terms of the NHC Corp. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). 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 any or 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 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, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of the Adopted Agreement shall be the expiration date of 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:

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

With Copy to:
CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: legal.interconnection@centurylink.com

CLEC:
James Jordan
Vice President – Network Services
Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78640
Phone: 512.878.5696
Email: james.jordan@mygrande.com

With Copy to:
Dale B. Schneberger
Negotiator
Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78640
Phone: 512.878.4000 (ext. 5613)
Email: dale.schneberger@mygrande.com

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Texas.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

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

Grande Communications Networks, LLC

Central Telephone Company of Texas, Inc.
dba CenturyLink; United Telephone
Company of Texas, Inc. dba CenturyLink

DocuSigned by:
James Jordan
9835B39B6181415...

Signature

James Jordan
Printed Name

Vice President – Network Services
Title

5/4/2015

Date

DocuSigned by:
L. T. Christensen
05E9FC68BD57454...

Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

5/4/2015

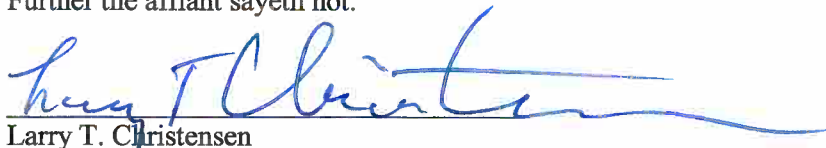
Date

AFFIDAVIT OF
Larry T. Christensen

Before me, the Undersigned Authority, on this 19th Day of May, 2015, personally appeared, Larry T. Christensen, who, upon being by me duly sworn on oath and said the following:

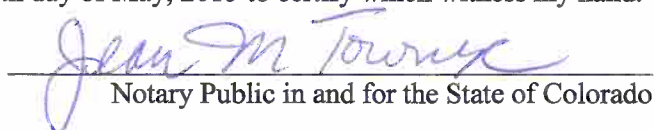
1. My name is Larry T Christensen. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Director – Wholesale Contracts with CenturyLink.
2. I have personal knowledge of the Adoption Agreement between Grande Communications Networks, LLC adopting the NHC Corp Agreement and Central Telephone Company of Texas, Inc. dba CenturyLink; United Telephone Company of Texas, Inc. dba CenturyLink (CenturyLink).
3. This Agreement is the result of negotiation. I believe that this Agreement between Grande Communications Networks, LLC 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 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 Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar 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.

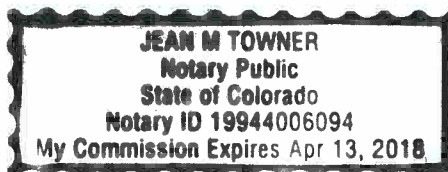

Larry T. Christensen

STATE OF COLORADO
COUNTY OF DENVER

Sworn and Subscribed to before me this 19th day of May, 2015 to certify which witness my hand.


Notary Public in and for the State of Colorado

My Commission expires on: April 13, 2018



AFFIDAVIT OF
James Jordan

Before me, the Undersigned Authority, on this 19th day of May, 2015, personally appeared, James Jordan, who, upon being by me duly sworn on oath and said the following:

1. My name is James Jordan. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Vice President, Network Services of Grande Communications Networks, LLC.
2. I have personal knowledge of the Adoption Agreement between Grande Communications Networks, LLC adopting the NHC Corp Agreement and Central Telephone Company of Texas, Inc. dba CenturyLink; United Telephone Company of Texas, Inc. dba CenturyLink (CenturyLink).
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this 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 Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar 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.

James E. Jordan
James Jordan

STATE OF Texas
COUNTY OF Hays

Sworn and Subscribed to before me this 19th day of May, 2015 to certify which witness my hand.

Janet McCann
Notary Public in and for the State of _____

My Commission expires on: _____

