



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

August 24, 2012

FILED

AUG 28 2012

Missouri Public Service Commission
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

Missouri Public
Service Commission

Re: Interconnection, Collocation, and Resale Agreement by and between Big River Telephone Company, LLC and Embarq Missouri, Inc. d/b/a CenturyLink Case No.

Dear Secretary:

Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink") submits this adoption notice for approval of an Interconnection, Collocation and Resale Agreement between Big River Telephone Company, LLC ("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. TK-2013-0035, In Re: Interconnection, Collocation and Resale Agreement Between Embarq Missouri, Inc. d/b/a CenturyLink and Kentucky Data Link, Inc., Order issued August 17, 2012; effective August 27, 2012.

If you have any questions or concerns, please contact the undersigned.

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
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Overland Park, KS 66211
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Enclosure

FILED

AUG 28 2012



CenturyLink™

**Missouri Public
Service Commission**

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF MISSOURI

BETWEEN

BIG RIVER TELEPHONE COMPANY, LLC

AND

EMBARQ MISSOURI, INC. d/b/a CENTURYLINK

EXPIRATION: NOVEMBER 14, 2012

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation And Resale Agreement ("Agreement") is entered into by and between Big River Telephone Company, LLC ("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 Kentucky Data Link, Inc. and CenturyLink dated November 15, 2010, 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 Kentucky Data Link, Inc. 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 November 14, 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:

Andrew Schwantner
12444 Powerscourt, Suite
370
St. Louis, Missouri 63131
Telephone: 314-225-2205
Facsimile: 314-225-2208
as@bigrivertelephone.com

If to CenturyLink:

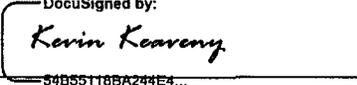
CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor Denver, CO
80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With copy to CenturyLink at the address shown below:

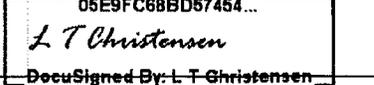
CenturyLink Law Department
Associate General Counsel,
Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email:
Legal.Interconnection@centurylink.com
Phone: 303-383-6553

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

BIG RIVER TELEPHONE COMPANY LLC

By: 
Name : Kevin Keaveny
Title: Vice President
Date: 5/21/2012

EMBARQ MISSOURI, INC. d/b/a CENTURYLINK

By: 
Name: L.T. Christensen
Title: Director – Wholesale Contracts
Date: 5/21/2012