

Voice | Data | Internet | Wireless | Entertainment



October 7, 2009

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Embarq
Mailstop: NCWKFR0315 - 3162
14111 Capital Boulevard
Wake Forest, NC 27587-5900
embarq.com

Re: Petition for Approval of Interconnection, Collocation and Resale Agreement
between United Telephone Southeast LLC d/b/a Embarq and DeltaCom, Inc.

Docket No. 09-00166

Dear Chairman Kyle:

Enclosed are an original and four (4) copies of the Petition of Embarq for approval of Interconnection, Collocation and Resale Agreement between United Telephone Southeast LLC d/b/a Embarq ("Embarq") and DeltaCom, Inc. ("DeltaCom"). DeltaCom is adopting the Nuvox Communications agreement, approved in Docket No. 07-00089. Embarq has already filed this petition electronically and this letter is the required follow-up to that filing. Embarq is not aware of any provisions in this resale agreement that is inconsistent with any previous Authority decisions in proceedings to which Embarq was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Please contact me if you have any questions.

Sincerely yours,

Jeanne W. Stockman

JWS:rc

Enclosures

cc: DeltaCom, Inc.

Jeanne W. Stockman
COUNSEL
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BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re:)	
)	
Petition for Approval of Interconnection,)	
Collocation and Resale Agreement)	
Negotiated Between United Telephone)	Docket No. _____
Southeast LLC d/b/a Embarq and)	
DeltaCom, Inc.)	

PETITION FOR APPROVAL OF NEGOTIATED
INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

United Telephone Southeast LLC d/b/a Embarq (“Embarq”) respectfully petitions the Tennessee Regulatory Authority (“Authority”) for approval of an adopted interconnection, collocation and resale agreement dated September 1, 2009 (the “Agreement”) negotiated between United Telephone Southeast LLC d/b/a Embarq and DeltaCom, Inc. (“DeltaCom”) under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”). In support of its petition, Embarq states the following:

1. Embarq and DeltaCom have successfully negotiated the adoption of the Agreement which provides for local resale by DeltaCom for the purpose of DeltaCom’s use or resale of services to its end users. DeltaCom is adopting the Nuvox Communications agreement, approved in Docket No. 07-00089 and copies of the DeltaCom Agreement along with the Disaster Recovery Plan, attached to that petition and incorporated in this document by reference.

2. Under 47 U.S.C. § 252(e) Embarq submits the Agreement to the Authority for its review and approval.

3. 47 U.S.C. § 252(e) provides that the Authority may either approve or reject the Agreement negotiated between the parties within 90 days of its submission for approval. The Act further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of the agreement discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. Embarq affirms that the Agreement meets the standards for approval.

5. Further, as required by 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, Embarq will make the terms and conditions of the entire Agreement available to any other requesting carrier.

WHEREFORE, United Telephone Southeast LLC d/b/a Embarq respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated by the parties.

Respectfully submitted this 7th _ day of October, 2009.



Jeanne W. Stockman
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**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF TENNESSEE**

DeltaCom, Inc.

and

United Telephone Southeast LLC d/b/a Embarq

This Interconnection, Collocation and Resale Agreement ("Agreement"), September 1, 2009, is entered into by between DeltaCom, Inc. ("CLEC") a Tennessee CLEC, and United Telephone Southeast LLC d/b/a Embarq ("Embarq"), a Virginia corporation, to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Tennessee. Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Tennessee entered into by and between Embarq and Nuvox Communications, dated March 20, 2007 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Nuvox Communications. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

This End Date of this Agreement is June 30, 2012.

4. NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Director – Contract Management
Embarq: Embarq
 KSOPKB0401-413
 9300 Metcalf Avenue
 Overland Park, KS 66212

If to DeltaCom
CLEC: Regulatory Vice President
 7037 Old Madison Pike
 Huntsville, AL 35806


With a Senior Attorney
copy to: Embarq External Affairs
 1313 Blairstone Road
 Tallahassee, FL 32301

5. MISCELLANEOUS

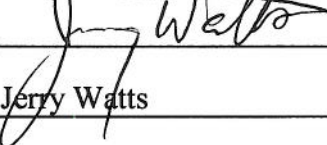
- 5.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2 This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Embarq”

By: 
Name : Michael R. Hunsucker
Title: Director, Contract Management
Date: 9-10-09

“CLEC”

By: 
Name: Jerry Watts
Title: Vice President
Date: August 25, 2009