

**Shawna Senko**

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**From:** Cooper, Roberta G <Roberta.G.Cooper@centurylink.com>  
**Sent:** Friday, November 15, 2013 1:55 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** 130236-TP Correction Letter  
**Attachments:** 130236 -Correction Notice Page 7 11-15-13.pdf

Filed on Behalf of: Susan S. Masterton  
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Docket No. 130236-TP

Title of filing: CenturyLink's Correction Letter

Filed on behalf of: CenturyLink

No of pages: 2

Description: CenturyLink's Correction Letter



CenturyLink™

November 15, 2013

**CORRECTION**

**VIA E-FILING**

Ms. Ann Cole  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 130236-TP  
Resale Agreement between Embarq Florida, Inc. d/b/a CenturyLink and MegaPath  
Corporation

Dear Ms. Cole:

Attached please find a corrected version of page 7 of the Agreement filed in the above referenced docket. The corrected page revises a typo due to a clerical error.

If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

/s/ Susan S. Masterton  
Susan S. Masterton

cc: MegaPath Corporation

**SUSAN S. MASTERTON**  
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prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date.

- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and §6.2 does not apply or no longer applies, CenturyLink will continue to provide services pursuant to one of the following:
- 6.3.1. Such standard terms and conditions or Tariffs approved by and made generally available by the Commission, if they exist; or
  - 6.3.2. An existing agreement between CenturyLink and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then CenturyLink may designate such agreement.

## **7. CHARGES, BILLING AND PAYMENT**

- 7.1. In consideration of the services provided by CenturyLink under this Agreement, CLEC shall pay the charges set forth in applicable CenturyLink Tariff(s), as discounted by the percentages provided in Table One, and subject to the provisions of §§4.2 and 4.3 hereof.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice.
- 7.2.1. For invoices not paid when due, late payment charges will be assessed under §7.4.
  - 7.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.
  - 7.2.3. If an invoice is not paid within forty-five (45) Days after the bill date, CenturyLink may suspend processing new orders and cancel any pending orders.
  - 7.2.4. If the account remains delinquent sixty (60) Days after the bill date, CenturyLink will terminate all services under this Agreement.
- 7.3. If the CLEC disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by CLEC to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts:
- 7.3.1. Any billing dispute must be submitted in writing, itemizing the particular charges that CLEC is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.
  - 7.3.2. Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by CenturyLink, along with any payment for undisputed charges that are shown on such invoice. The billing dispute form may be accompanied by any additional, relevant materials submitted by CLEC.
  - 7.3.3. The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with §7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of §24.
  - 7.3.4. Billing disputes that are submitted in a timely manner in compliance with §7.3 shall not have the effect of suspending the payment due date with respect to billed amounts that are not in dispute, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.
  - 7.3.5. Any billing dispute that is not submitted in a timely manner or which is not submitted in writing in compliance with §7.3 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amount in accordance with §7.2.