



August 27, 2020

20-00104

**VIA ELECTRONIC and OVERNIGHT MAIL**

Chairman, Tennessee Public Utility Commission  
c/o Tory Lawless, Dockets and Records Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243

Re: Petition for Approval of the Unbundled Network Elements (UNEs) - Resale  
Forbearance Amendment to the Interconnection Agreement between United  
Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Tele-SyS, Inc.  
Docket No.

Dear Ms. Lawless:

Enclosed are an original and four (4) copies of the Unbundled Network Elements (UNEs)  
- Resale Forbearance Amendment to the Interconnection Agreement between United Telephone  
Southeast LLC d/b/a CenturyLink (fka United Telephone – Southeast, Inc.) ("CenturyLink") and  
Tele-SyS, Inc. (fka Tele-Sys, Inc. d/b/a Access America). We are including in the overnight mail  
package a copy of the Master Interconnection and Resale Agreement for your convenience in the  
filing of the Amendment.

CenturyLink is filing this Petition electronically and this letter will accompany the  
required follow-up to that filing together with the required \$50 filing fee. CenturyLink is not aware  
of any provision in the Agreement that may be inconsistent with any previous Commission  
decisions in proceedings to which CenturyLink was a party.

Please contact me if you have any questions.

Sincerely yours,

/s/ Brent Beal

Brent Beal

(256) 468-1161

BB/sac

cc: Scott Jamison, President (*on behalf of Tele-Sys, Inc. Email: jamisoncs@accessam.com*)

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

In re:

Petition for Approval of the Unbundled Network Elements  
(UNEs) - Resale Forbearance Amendment  
To the Interconnection Agreement between  
United Telephone Southeast LLC d/b/a CenturyLink  
("CenturyLink")  
and  
Tele-SyS, Inc.

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Docket No. **20-00104**

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**PETITION FOR APPROVAL OF THE UNBUNDLED NETWORK ELEMENTS (UNEs)  
- RESALE FORBEARANCE AMENDMENT TO THE INTERCONNECTION  
AGREEMENT BETWEEN UNITED TELEPHONE SOUTHEAST LLC  
("CENTURYLINK") AND TELE-SYS, INC.**

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1. United Telephone Southeast LLC ("CenturyLink") and Tele-SyS, Inc. respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the Unbundled Network Elements (UNEs) - Resale Forbearance Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and Tele-SyS, Inc. (hereinafter "Tele-SyS"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of this Petition, CenturyLink states the following:
2. CenturyLink and Tele-SyS have successfully negotiated the attached Amendment. The Amendment is appended to this petition at Attachment A. Attachment A is incorporated herein by reference.
3. CenturyLink submits this Amendment to the Commission for its review and approval as required under 47 USC § 252(e) of the Telecommunications Act of 1996 ("Act"). Tenn. Code Ann. §65-5-109(m) also provides that it is the express intent of the General Assembly that the Commission receive jurisdiction delegated to it and by the Act.

4. Per Section 252(e) of the Act, a state commission may either approve or reject an Amendment to an interconnection agreement negotiated between the parties within 90 days of submission for approval. The Act further provides that the state commission may either approve or reject an Amendment if it finds the Amendment, or any portion of the, discriminates against a telecommunications carrier that is not a party to the Amendment, or that the implementation of the Amendment or any portion of the Amendment is inconsistent with the public interest. CenturyLink affirms this Amendment meets the standards for approval by the Commission.
5. Further, as required by 47 USC § 252(i) and 47 CFR 51.809, CenturyLink will make the terms and conditions of the entire Amendment available to any other requesting carrier.

**WHEREFORE**, CenturyLink respectfully requests that the Tennessee Public Utility Commission approve this Amendment negotiated by the parties.

Respectfully submitted the 27 day of August, 2020

/s/ Brent Beal  
Brent Beal, Esquire  
CenturyLink  
Telephone: (256) 468-1161  
Email: [brent.beal@centurylink.com](mailto:brent.beal@centurylink.com)



**Unbundled Network Elements (UNEs) - Resale Forbearance Amendment  
to the Interconnection Agreement between  
United Telephone Southeast LLC d/b/a CenturyLink  
and  
Tele-SyS, Inc  
for the State of Tennessee**

This Amendment to the Interconnection Agreement ("Agreement") is entered into by and between United Telephone Southeast LLC d/b/a CenturyLink (fka United Telephone – Southeast, Inc.) ("CenturyLink"), and Tele-SyS, Inc. (fka Tele-Sys, Inc. d/b/a Access America) ("CLEC"), in its capacity as a certified provider of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Tennessee which was effective on December 15, 2002; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order"), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the "Forbearance Orders"); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, may be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions for Unbundled Network Elements (UNEs) and Resale as set forth in attachments and Table 1 to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.



### Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated CLEC Checklist. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, the CLEC's bills shall be deemed accurate and adjusted without error.

### Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Tele-SyS, Inc.**

  
Curtis S. Jamison (Jun 26, 2020 14:53 EDT)

Signature

Curtis S. Jamison  
Name Printed/Typed

President  
Title

Jun 26, 2020  
Date

**United Telephone Southeast LLC  
d/b/a CenturyLink**

  
Kimberly J. Povirk (Jun 29, 2020 02:49 CDT)

Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Jun 29, 2020  
Date

## ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Orders, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement is altered as follows:

- a. **Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
- b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
  - i. For any services procured for resale under the terms of the Agreement ("Existing Resale Services") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Table 1 of the Agreement.
  - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any orders for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff. CenturyLink may request CLEC put something in the Remarks section on the LSR when submitting resold orders after February 2, 2020.
    1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.
    2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered ("Resale True-Up Bill") removing the discount for such services



and billing under the Tariffs at full tariffed prices. CLEC agrees not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.

- c. **After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs.
- 2. UNE Analog Loops** – Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Analog Unbundled Loops, as defined in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in the Agreement (together, referred to as “Analog Unbundled Loops”) are altered as follows:
- a. **Effective Date to February 2, 2020** - During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
  - b. **February 2, 2020 to August 2, 2022** - After February 2, 2020, CLEC cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
    - i. For any Unbundled Analog Loops procured under the terms of the Agreement (“Existing Analog Loops”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Table 1 of the Agreement.
    - ii. CLEC cannot make any changes to such Existing Analog Loops, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing Analog Loops the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
    - iii. CLEC agrees that it will no longer submit any orders for Unbundled Analog Loops under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the responsibility of the CLEC to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
      - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order Analog Unbundled Loops under the terms of the Agreement.
      - 2. Should such instances occur, the Parties further agree that CenturyLink will request CLEC to disconnect such services and



order them as new by ordering the Special Access service under the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered ("Analog Loop True-Up Bill"). CLEC agrees not to contest such Analog Loop True-Up Bills unless such billing is not consistent with the applicable Tariff.

- iv. CLEC agrees that any provisions in the Agreement that provide for Line Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
  - c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or converting them to a service under the applicable Tariffs. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion. As Line Splitting is not an available service under CenturyLink's Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.
  - d. **Alternative Analog Unbundled Loops Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the Parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.
  - e. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
3. **UNE Transport** - Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport ("UDIT"), as provided in the Agreement and Enhanced Extended Loop ("EEL"), as provided in the Agreement (together, referred to as "UNE Transport") are altered as follows:
- a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition,

CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.

- b. January 12, 2020 to July 12, 2022** - After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website:<http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> to this Amendment ("Forbearance UNE Transport"). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
- i. For any Forbearance UNE Transport procured under the terms of the Agreement ("Existing Forbearance UNE Transport") on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Table 1 of the Agreement.
  - ii. CLEC cannot make any changes to such Existing UNE Transport, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing UNE Transport the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
    - 2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered ("UNE Transport True-Up Bill"). CLEC agrees not to contest such UNE Transport True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to Special Access service under the applicable Tariffs. For any Forbearance UNE Transport in place as of July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance



UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion.

- d. **Alternative UNE Transport Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.



Table 1 - Rates

KEY CODES		Embarq - Tennessee	January 2020	
MRC	NRC	ICA Elements		
		Resale Discounts (*A, *B)	MRC	NRC
		Other than Operator / DA	12.70%	
		Op Assist / DA	12.70%	
		Resale Tag & Label (*A, *B)	MRC	NRC
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$8.72
	I0014	2-Wire Loop Cooperative Testing		\$38.16
	I0015	4-Wire Loop Cooperative Testing		\$46.88
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10		\$66.42
		LNP Coordinated Conversion (Hot Cut) - Each additional line		\$4.59
		LNP Conversion - 10 Digit Trigger		\$0.00
		Other Charges (*A, *B)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		Loops (Rates Include NID Charge) (*A, *B)	MRC	NRC
		2-Wire Analog		
	I0020	Band 1	\$26.31	
	I0021	Band 2	\$45.96	
	I0022	Band 3	\$71.71	
	I0027	First Line		\$95.82
	I0028	Second Line and Each Additional Line (same time)		\$40.46
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$37.87
	I0030	Disconnect		\$33.45
		4-Wire Analog		
	I0031	Band 1	\$50.41	
	I0032	Band 2	\$89.28	
	I0033	Band 3	\$140.38	
	I0038	First Line		\$118.64
	I0039	Second Line and Each Additional Line (same time)		\$63.29
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$51.33
	I0041	Disconnect		\$33.45
		Sub Loops (Rates Include NID Charge) (*A, *B)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
	I0114	Band 1	\$13.66	
	I0115	Band 2	\$22.31	
	I0116	Band 3	\$33.14	
	I0121	First Line		\$84.84
	I0122	Second Line and Each Additional Line (same time)		\$29.48
	I0123	Disconnect		\$46.30
		UNE Multiplexing (*A, *B)	MRC	NRC
	I0134	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$175.85	\$83.85
		DS1-DS0 Disconnect		\$17.13
		EEL Combinations (*A, *B)	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		

Table 1 - Rates

KEY CODES		Embarq - Tennessee		January 2020
MRC	NRC	ICA Elements		
		Multiplexing (*A, *B)	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		
	*A	The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.		
	*B	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.		



Table 1 - Dedicated Transport

Dedicated Transport Price List							Embarq - Tennessee - January 2020			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3. UNEs not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS1 and DS3 are only for DTT on routes marked with **										
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only. UNE not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS3 are only for DTT on routes marked with ***										
**** UNE Forbearance. The Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”) which altered CenturyLink’s obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.										
*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.										
Key Codes		Rate Band	Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate	
DS1	DS3		Originating	Terminating	Originating	Terminating				
D0247	D1247	247	ABNGVAXADS0	ELTNTNXADS0	Abingdon, VA	Elizabethton	Please See Interconnection Agreement for Rates.			
D0079	D1079	79	ABNGVAXADS0	JHCYTNXCPS0	Abingdon, VA	Johnson City North				
D0080	D1080	80	ABNGVAXADS0	KGPTTNXADS0	Abingdon, VA	Kingsport				
D0081	D1081	81	ABNGVAXADS0	MDWYTNXARS0	Abingdon, VA	Midway				
D0027	D1027	27	BLCYTNXARS0	BRSTTNXADS0	Bluff City-Piney Flats	Bristol				
D0082	D1082	82	BLCYTNXARS0	BRSTVAXADS0	Bluff City-Piney Flats	Bristol, VA				
D0055	D1055	55	BLCYTNXARS0	BUVLTNXARS0	Bluff City-Piney Flats	Blountville		****, *****		
D0038	D1038	38	BLCYTNXARS0	CHHLTNXARS0	Bluff City-Piney Flats	Church Hill		****, *****		
D0006	D1006	6	BLCYTNXARS0	FLBRTNXARS0	Bluff City-Piney Flats	Fall Branch				
D0058	D1058	58	BLCYTNXARS0	JHCYTNXADS0	Bluff City-Piney Flats	Johnson City Main				
D0098	D1098	98	BLCYTNXARS0	KGPTTNXADS0	Bluff City-Piney Flats	Kingsport				
D0039	D1039	39	BLCYTNXARS0	MDWYTNXARS0	Bluff City-Piney Flats	Midway		****, *****		
D0007	D1007	7	BLCYTNXARS0	SLGRTNXARS0	Bluff City-Piney Flats	Sullivan Gardens		****, *****		
D0012	D1012	12	BLTNTNXARS0	GRVLTNXADS0	Baileytown	Greeneville				
D0016	D1016	16	BLTNTNXARS0	LMSTTNXADS0	Baileytown	Limestone				
D0014	D1014	14	BLTNTNXARS0	MOSHTNXARS0	Baileytown	Mosheim				
D0032	D1032	32	BRSTTNXADS0	BRSTTNXBD0	Bristol	Bristol South				
D0086	D1086	86	BRSTTNXADS0	BUVLTNXARS0	Bristol	Blountville				
D0040	D1040	40	BRSTTNXADS0	CHHLTNXARS0	Bristol	Church Hill				
D0065	D1065	65	BRSTTNXADS0	ERWNTNXARS0	Bristol	Erwin				
D0042	D1042	42	BRSTTNXADS0	FLBRTNXARS0	Bristol	Fall Branch				
D0059	D1059	59	BRSTTNXADS0	JHCYTNXADS0	Bristol	Johnson City Main				
D0021	D1021	21	BRSTTNXADS0	JHCYTNXCPS0	Bristol	Johnson City North		**		
D0110	D1110	110	BRSTTNXADS0	KGPTTNXADS0	Bristol	Kingsport		**		
D0041	D1041	41	BRSTTNXADS0	MDWYTNXARS0	Bristol	Midway				
D0043	D1043	43	BRSTTNXADS0	SLGRTNXARS0	Bristol	Sullivan Gardens				
D0092	D1092	92	BRSTVAXADS0	BUVLTNXARS0	Bristol, VA	Blountville				
D0094	D1094	94	BTLRTNXARS0	ELTNTNXADS0	Butler	Elizabethton		****, *****		
D0095	D1095	95	BTLRTNXARS0	HMPNTNXARS0	Butler	Hampton		****, *****		
D0062	D1062	62	BTLRTNXARS0	MTCYTNXARS0	Butler	Mountain City		****, *****		
D0096	D1096	96	BTLRTNXARS0	RNMNTNXARS0	Butler	Roan Mountain		****, *****		
D0097	D1097	97	BTLRTNXARS0	STCKTNXARS0	Butler	Stoney Creek		****, *****		
D0008	D1008	8	BUVLTNXARS0	CHHLTNXARS0	Blountville	Church Hill, Mt. Carmel		****, *****		
D0050	D1050	50	BUVLTNXARS0	FLBRTNXARS0	Blountville	Fall Branch				
D0057	D1057	57	BUVLTNXARS0	JHCYTNXADS0	Blountville	Johnson City Main				
D0001	D1001	1	BUVLTNXARS0	KGPTTNXADS0	Blountville	Kingsport				
D0005	D1005	5	BUVLTNXARS0	MDWYTNXARS0	Blountville	Midway		****, *****		
D0051	D1051	51	BUVLTNXARS0	SLGRTNXARS0	Blountville	Sullivan Gardens		****, *****		
D0035	D1035	35	BUVLTNXARS0	WYVLVAXADS0	Blountville	Wytheville, VA				
D0044	D1044	44	CHHLTNXARS0	FLBRTNXARS0	Church Hill-Mt.Carmel	Fall Branch				
D0030	D1030	30	CHHLTNXARS0	KGPTTNXADS0	Church Hill-Mt.Carmel	Kingsport				
D0049	D1049	49	CHHLTNXARS0	MDWYTNXARS0	Church Hill-Mt.Carmel	Midway		****, *****		
D0045	D1045	45	CHHLTNXARS0	SLGRTNXARS0	Church Hill-Mt.Carmel	Sullivan Gardens		****, *****		
D0004	D1004	4	ELTNTNXADS0	HMPNTNXARS0	Elizabethton	Hampton		****, *****		
D0024	D1024	24	ELTNTNXADS0	JHCYTNXCPS0	Elizabethton	Johnson City North				
D0017	D1017	17	ELTNTNXADS0	RNMNTNXARS0	Elizabethton	Roan Mountain		****, *****		
D0072	D1072	72	ELTNTNXADS0	STCKTNXARS0	Elizabethton	Stoney Creek		****, *****		
D0029	D1029	29	ERWNTNXARS0	JHCYTNXADS0	Erwin	Johnson City Main				
D0066	D1066	66	ERWNTNXARS0	KGPTTNXADS0	Erwin	Kingsport				
D0067	D1067	67	FLBRTNXARS0	JHCYTNXADS0	Fall Branch	Johnson City				
D0068	D1068	68	FLBRTNXARS0	JNBOTNXARS0	Fall Branch	Jonesboro				



Table 1 - Dedicated Transport

Dedicated Transport Price List							Embarq - Tennessee - January 2020		
<b>** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3. UNEs not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS1 and DS3 are only for DTT on routes marked with **</b>									
<b>*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only. UNE not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS3 are only for DTT on routes marked with ***</b>									
<b>**** UNE Forbearance. The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</b>									
<b>*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</b>									
Key Codes		Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-	Dedicated	Dedicated	
D0101	D1101	101	FLBRTNXARS0	KGPTTNXADS0	Fall Branch	Kingsport			
D0069	D1069	69	FLBRTNXARS0	LMSTTNXADS0	Fall Branch	Limestone			
D0010	D1010	10	FLBRTNXARS0	MDWYTNXARS0	Fall Branch	Midway			
D0078	D1078	78	FLBRTNXARS0	SLGRTNXARS0	Fall Branch	Sullivan Gardens			
D0033	D1033	33	GALXVAXADS0	JHCYTNXCPS0	Galax, VA	Johnson City North			
D0070	D1070	70	GRVLTNXADS0	JHCYTNXADS0	Greeneville	Johnson City Main			
D0074	D1074	74	GRVLTNXADS0	JHCYTNXCPS0	Greeneville	Johnson City North			
D0011	D1011	11	GRVLTNXADS0	LMSTTNXADS0	Greeneville	Limestone			
D0090	D1090	90	GRVLTNXADS0	MOSHTNXARS0	Greeneville	Mosheim	**** , *****		
D0034	D1034	34	HLVLVAXADS0	JHCYTNXCPS0	Hillsville, VA	Johnson City North			
D0015	D1015	15	HMPNTNXARS0	RNMTTNXARS0	Hampton	Roan Mountain	**** , *****		
D0009	D1009	9	HMPNTNXARS0	STCKTNXARS0	Hampton	Stoney Creek	**** , *****		
D0073	D1073	73	JHCYTNXADS0	JNBOTNXARS0	Johnson City Main	Jonesboro			
D0002	D1002	2	JHCYTNXADS0	KGPTTNXADS0	Johnson City Main	Kingsport			
D0075	D1075	75	JHCYTNXADS0	LMSTTNXADS0	Johnson City Main	Limestone			
D0089	D1089	89	JHCYTNXADS0	MDWYTNXARS0	Johnson City Main	Midway			
D0054	D1054	54	JHCYTNXADS0	JHCYTNXCPS0	Johnson City Main	Johnson City North			
D0246	D1246	246	JHCYTNXADS0	WYVLVAXADS0	Johnson City Main	Wytheville, VA			
D0046	D1046	46	JHCYTNXCPS0	JNBOTNXARS0	Johnson City North	Jonesboro			
D0023	D1023	23	JHCYTNXCPS0	KGPTTNXADS0	Johnson City North	Kingsport	**		
D0047	D1047	47	JHCYTNXCPS0	LMSTTNXADS0	Johnson City North	Limestone			
D0022	D1022	22	JHCYTNXCPS0	MARNVAXADS0	Johnson City North	Marion, VA			
D0071	D1071	71	JHCYTNXCPS0	MDWYTNXARS0	Johnson City North	Midway			
D0020	D1020	20	JHCYTNXCPS0	WYVLVAXADS0	Johnson City North	Wytheville, VA			
D0036	D1036	36	JNBOTNXARS0	LMSTTNXADS0	Jonesboro	Limestone			
D0052	D1052	52	JNBOTNXARS0	MDWYTNXARS0	Jonesboro	Midway			
D0025	D1025	25	KGPTTNXADS0	KGPTTNXCPS0	Kingsport	Kingsport East			
D0031	D1031	31	KGPTTNXADS0	MDWYTNXARS0	Kingsport	Midway			
D0037	D1037	37	KGPTTNXADS0	SLGRTNXARS0	Kingsport	Sullivan Gardens			
D0112	D1112	112	KGPTTNXADS0	WYVLVAXADS0	Kingsport	Wytheville, VA			
D0048	D1048	48	LMSTTNXADS0	MDWYTNXARS0	Limestone	Midway			
D0013	D1013	13	LMSTTNXADS0	MOSHTNXARS0	Limestone	Mosheim	**** , *****		
D0053	D1053	53	MDWYTNXARS0	SLGRTNXARS0	Midway	Sullivan Gardens	**** , *****		
D0018	D1018	18	RNMTTNXARS0	STCKTNXARS0	Roan Mountain	Stoney Creek	**** , *****		