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Brent Beal
Government Affairs Director

April 12, 2021

21-00045

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 UNE Forbearance Amendment to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Comcast Phone of Tennessee, LLC.
Docket No.

Dear Ms. Lawless:

Enclosed is a copy of the UNE Forbearance Amendment to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Comcast Phone of Tennessee, LLC.

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

BB/sac

cc: Beth O'Donnell, Director Regulatory Affairs (*on behalf of Comcast*)(*via electronic mail: beth_odonnell@comcast.com*)

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

In re:	:	
	:	
Petition for Approval of the UNE Forbearance Amendment	:	
To the Interconnection Agreement between	:	Docket No. 21-00045
United Telephone Southeast LLC d/b/a CenturyLink	:	
("CenturyLink")	:	
and	:	
Comcast Phone of Tennessee, LLC ("Comcast")	:	
	:	

**PETITION FOR APPROVAL OF UNE FORBEARANCE AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN UNITED TELEPHONE
SOUTHEAST LLC AND COMCAST PHONE OF TENNESSEE, LLC**

1. United Telephone Southeast LLC ("CenturyLink") and Comcast Phone of Tennessee, LLC ("Comcast") respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the UNE Forbearance Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and Comcast, 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 Comcast 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 12 day of April, 2021

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

**Resale Forbearance Amendment
to the Interconnection Agreement between
United Telephone Southeast LLC d/b/a CenturyLink
and
Comcast Phone of Tennessee, LLC
for the State of Tennessee**

This is an Amendment ("Amendment") to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink"), a Colorado corporation, and Comcast Phone of Tennessee, LLC ("Comcast"). CenturyLink and Comcast shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Tennessee which was executed on August 16, 2016; 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 (referred to as the "Forbearance Order"); and

WHEREAS, the Parties agree that the Forbearance Order is a change in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Order 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 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 agree to implement the provisions of this Amendment upon execution.

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.

Comcast Phone of Tennessee, LLC

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


Gloria Faust (Jan 21, 2021 10:18 EST)


Kimberly J. Povirk (Jan 21, 2021 09:22 CST)

Signature

Signature

Gloria Faust

Name Printed/Typed

Kimberly J. Povirk

Name Printed/Typed

Vice President Voice Product Management

Title
Jan 21, 2021

Sr. Dir. Bus. Ops Wholesale Sales

Title
Jan 21, 2021

Date

Date

ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Order, Comcast’s ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement 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, Comcast may order services for resale pursuant to the applicable terms and conditions of the Agreement, including the discounts delineated in Exhibit A of this Amendment (“wholesale discount”). In addition, Comcast may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
 - b. **After February 2, 2020 to August 2, 2022** – After February 2, 2020, any services Comcast orders for resale from CenturyLink pursuant to the applicable provisions of the Agreement will no longer receive a wholesale discount. Any orders for such new services for resale are subject to the applicable retail Tariff rates.
 - 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 the wholesale discounts until August 2, 2022.
 - ii. For any services procured for resale under the terms of the Agreement after February 2, 2020, CenturyLink will continue to provide Resale Services pursuant to the terms of the Agreement, removing the wholesale discounts.
 1. CenturyLink, on no more than quarterly basis, may conduct an internal review of Comcast’s resale order activity in order to accurately bill new resale services ordered by Comcast after February 2, 2020 under the terms of the Agreement and to which a wholesale discount was applied by CenturyLink.
 2. CenturyLink may issue applicable credits or debits using the effective date that the new resale service(s) was originally ordered (“Resale True-Up Bill”) removing the wholesale discount for such resale service(s);
 3. A Resale True-Up Bill will be issued no more than twelve (12) months following the effective date that the new resale service(s) was ordered.
 - c. **After August 2, 2022** – The Parties agree that CenturyLink will continue to provide new resale services and Existing Resale Services pursuant to the terms of the Agreement without the application of the wholesale discount.

Table 1 - Rates

KEY CODES		Embarq - Tennessee		January 2020
MRC	NRC	ICA Elements		
Effective on Embedded Base Ordered Prior to 2/2/20				
		Resale Discounts (*A, *B, *C)	MRC	NRC
		Other than Operator / DA	12.70%	
		Op Assist / DA	12.70%	
		Resale Tag & Label (*A, *B, *C)	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, *C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
Effective on Orders after 2/2/20				
		Resale Discounts (*A, *B, *C)	MRC	NRC
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		Resale Tag & Label (*A, *B, *C)	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, *C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
	*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.		
	*C	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for Resale 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.		