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Brent Beal
Government Affairs Director

September 27, 2022

VIA ELECTRONIC and FIRST CLASS MAIL

Electronically Filed in TPUC Docket Room on
September 27, 2022 at 12:52 p.m.

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: Resale Forbearance Amendment to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink and Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel for the State of Tennessee
Docket No. 22-00090

Dear Ms. Lawless:

Enclosed is a copy of the Resale Forbearance Amendment to the Interconnection Agreement United Telephone Southeast LLC d/b/a CenturyLink and Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel.

CenturyLink is filing this Petition electronically and the required \$50 filing fee is being mailed to the Commission together with copies of the Amendment to be attached to the filing. CenturyLink is not aware of any provision in the Amendment 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/amm

cc: legal@mettel.net

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

In re:	:	
	:	
Petition for Approval of the Resale Forbearance Amendment	:	
to the Interconnection Agreement between	:	Docket No. 22-00090 :
United Telephone Southeast LLC d/b/a CenturyLink	:	
("CenturyLink")	:	
and	:	
Metropolitan Telecommunications of Tennessee, Inc. d/b/a	:	
MetTel ("MetTel")	:	

**PETITION FOR APPROVAL OF THE RESALE FORBEARANCE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN UNITED TELEPHONE SOUTHEAST LLC D/B/A
CENTURYLINK AND METROPOLITAN TELECOMMUNICATIONS OF
TENNESSEE, INC. D/B/A METTEL**

1. United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel ("MetTel") respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the Resale Forbearance Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and MetTel, 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 MetTel 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 26th day of September, 2022.

/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
Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel
for the State Tennessee**

This is an Amendment ("Amendment") to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink"), a Colorado corporation, and Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel ("CLEC"). CenturyLink and CLEC 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 September 1, 2009; 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 Attachment 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.

Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel


Andoni Economou (Sep 1, 2022 10:22 EDT)

Signature

Andoni Economou
Name Printed/Typed

COO MetTel
Title
Sep 1, 2022

Date

United Telephone Southeast LLC d/b/a CenturyLink


Kimberly J. Povirk (Sep 1, 2022 10:01 CDT)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title
Sep 1, 2022

Date

ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Order, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to Section 6, 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, CLEC may order services for resale pursuant to the applicable terms and conditions of the Agreement, including the discounts delineated in Exhibit A of the Agreement ("wholesale discount"). In addition, CLEC 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 CLEC 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 CLEC's resale order activity in order to accurately bill new resale services ordered by CLEC 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.