

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Application for Approval of a Resale Forbearance)
Amendment Between Embarq Missouri, Inc. d/b/a)
CenturyLink, United Telephone Company of Kansas)
d/b/a CenturyLink, United Telephone Company of) Docket No. 10-UTDT-272-IAT
Southcentral Kansas d/b/a CenturyLink, and United)
Telephone Company of Eastern Kansas d/b/a)
CenturyLink and Metropolitan Telecommunications)
of Kansas Inc. d/b/a MetTel Pursuant to the)
Telecommunications Act of 1996)

**AMENDED
APPLICATION FOR APPROVAL OF A
RESALE FORBEARANCE AMENDMENT**

COMES NOW, Embarq Missouri, Inc. d/b/a CenturyLink, United Telephone Company of Kansas d/b/a CenturyLink, United Telephone Company of Southcentral Kansas d/b/a CenturyLink, and United Telephone Company of Eastern Kansas d/b/a CenturyLink (hereinafter connectively “CenturyLink”) and files this Application for Approval of a Resale Forbearance Amendment (“Amendment”) between CenturyLink and Metropolitan Telecommunications of Kansas Inc. d/b/a MetTel (“Metropolitan”) pursuant to the Telecommunications Act of 1996 (“the Act”). In support of its Application, CenturyLink states the following:

I. AMENDMENT

CenturyLink presents to the Commission the Amendment for approval pursuant to the terms of the Act. The implementation of the Amendment complies fully with Section 252(e) of the Act because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Amendment promotes diversity in providers and increases customer choice for telecommunications services. The negotiated and executed Amendment is also consistent with Kansas regulatory statutes.

CenturyLink and Metropolitan entered into the Interconnection Agreement which was approved by the Commission in Docket No. 10-UTDT-272-IAT on November 4, 2009.

II. REQUEST FOR APPROVAL

CenturyLink seeks the Commission's approval of the Amendment, consistent with the provisions of the Act. The Amendment is bilateral, reached as a result of negotiation and compromise between the parties. There are no outstanding issues involving the limited subject matter of the Amendment that require the assistance of mediation or arbitration. CenturyLink and CLEC do not believe a docket or intervention by other parties is necessary or appropriate.

CenturyLink requests that the Commission grant expeditious approval of the Amendment, without change, suspension or other delay in its implementation.

III. STANDARD OF REVIEW

The statutory standard of review under Section 252(e) of the Act states:

(e) Approval by State Commission.

(1) Approval Required. – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement with written findings as to any deficiencies.

(2) Grounds For Rejection – The State commission may only reject –

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

IV. CONTACT INFORMATION

All communications regarding this Application should be addressed to the following representatives:

CenturyLink:

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V. CONCLUSION

For the reasons set forth above, CenturyLink respectfully requests that the Commission approve the Amendment.

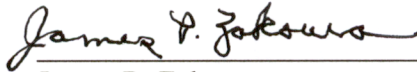
Respectfully submitted,

/s/ James P. Zakoura
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VERIFICATION


STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I, James P. Zakoura, being of lawful age and duly sworn, state that I have read the above Application for Approval of a Resale Forbearance Amendment and that the statements contained therein are true and correct to the best of my knowledge, information and belief.



James P. Zakoura

Subscribed and sworn to before me this 1st day of November 2022.



Notary Public



**Resale Forbearance Amendment
to the Interconnection Agreement between
Embarq Missouri, Inc. d/b/a CenturyLink
and
Metropolitan Telecommunications of Missouri Inc., d/b/a MetTel
for the State Missouri**

This is an Amendment ("Amendment") to the Interconnection Agreement between Embarq Missouri, Inc. d/b/a CenturyLink ("CenturyLink"), a Colorado corporation, and Metropolitan Telecommunications of Missouri, 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 Missouri 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 Missouri, Inc. d/b/a MetTel



Andoni Economou (Sep 1, 2022 10:19 EDT)

Signature

Andoni Economou
Name Printed/Typed

COO MetTel

Title

Sep 1, 2022

Date

Embarq Missouri, Inc. d/b/a CenturyLink



Kimberly J. Povirk (Sep 1, 2022 10:09 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.