

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

In Re: Interconnection Agreement By and) Case No. _____
Between Metropolitan Telecommunications of)
Missouri, Inc. d/b/a MetTel And Embarq)
Missouri, Inc. d/b/a CenturyLink Pursuant to)
Sections 251 and 252 of the
Telecommunications Act of 1996.

**APPLICATION OF CENTURYLINK FOR APPROVAL
OF AN INTERCONNECTION AGREEMENT**

COMES NOW, Embarq Missouri, Inc. d/b/a CenturyLink (“CenturyLink”) and files its Application for Approval of an Interconnection Agreement (“Agreement”) between Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel (“MetTel”) and CenturyLink pursuant to the Telecommunications Act of 1996 (the “Federal Act”). In support of its application, CenturyLink states the following:

I. APPLICANT

CenturyLink is a Missouri corporation with offices at 1120 South Tryon Street, Suite 700, Charlotte, NC 28203. CenturyLink is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission (“Commission”) to provide basic local and interexchange telecommunications service within the state.

CenturyLink was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. CenturyLink has received all necessary Commission and Secretary of State approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri’s Adoption Notice Designed to Change the Company’s Name to United Telephone Company of Missouri d/b/a Sprint), Case No.

TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint Missouri, Inc.), Case No. TN-2006-0416 (Re Name Change Request of Sprint Missouri, Inc., to Embarq Missouri, Inc., d/b/a Embarq) and Case No. TN-2010-0086 (Fictitious Name Change Request of Embarq Missouri, Inc. d/b/a Embarq to Embarq Missouri, Inc. d/b/a CenturyLink). CenturyLink requests that the information in those cases be incorporated herein by reference.

To CenturyLink's knowledge, there are no overdue assessments or annual reports or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

II. INTERCONNECTION AGREEMENT

CenturyLink presents to the Commission its application pursuant to the terms of the Federal Act. CenturyLink and MetTel entered into an Interconnection Agreement dated September 10, 2009 (the "Agreement"). After a search of our records and the commission's records, we have been unable to locate the original filing from 2009 seeking approval of this agreement. Therefore, we are submitting it again for approval. The parties have been operating under this agreement since 2009 as if it were approved. Recently, they have executed an amendment, which is being filed concurrently herewith. There are no outstanding issues related to the Agreement between the parties that require the assistance of mediation or arbitration.

III. STANDARD FOR 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) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.
 - (A) an agreement (or any portion thereof) adopted by negotiation 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; or...

CenturyLink further states that the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Agreement does not discriminate against other carriers who are not a party to the Agreement because the terms of the Agreement are equally available to any other carrier.

IV. REQUEST FOR APPROVAL

CenturyLink seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act. CenturyLink and MetTel believe that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

CenturyLink and MetTel respectfully request that the Commission grant approval of the Agreement, without change, suspension or other delay in its implementation.

V. **CONCLUSION**

WHEREFORE, for the foregoing reasons, CenturyLink requests that the Commission approve the Interconnection Agreement between CenturyLink and Metropolitan Telecommunications of Missouri Inc. d/b/a MetTel.

Respectfully submitted,

/s/ Tim Opitz

Tim Opitz, Mo. Bar No. 65082

Opitz Law Firm, LLC

308 E. High Street, Suite B101

Jefferson City, MO 65101

(572) 825-1796

Tim.opitz@opitzlawfirm.com

REQUEST FOR WAIVER

By signing this form, I hereby certify that neither I, nor any other members of this filing party, has had communications with a Commissioner, Commissioner Advisor, Regulatory Law Judge, member of the General Counsel or any member of their support team in the sixty (60) days prior to the filing date of this application regarding any substantive issue included in this filing. If any communication of this sort has occurred in the previous sixty (60) day period, I further certify this application was held until sixty (60) days have passed from the date of the subject communication, or we have requested a waiver for good cause as allowed by Commission Rule 20 CSR 4240-4.017(1)(D).

Respectfully submitted,

/s/ Tim Opitz

Tim Opitz, Mo. Bar No. 65082
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 23rd day of November 2022, a copy of the above and foregoing Application of CenturyLink for Approval of an Interconnection Agreement was served via email and/or U.S. Mail, postage prepaid, to each of the following:

Office of the Public Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101
opcservice@ded.mo.gov

Office of the General Counsel
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101
staffcounsel@psc.mo.gov

Andoni Economou
Metropolitan Telecommunications
55 Water Street, 32nd Floor
New York, NY 10041
aeconomou@mettel.net

Joseph Farano
Metropolitan Telecommunications
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jfarano@mettel.net

/s/ Tim Opitz

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF MISSOURI

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

and

Embarq Missouri, Inc.

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel ("CLEC") a Missouri CLEC, and Embarq Missouri, Inc. ("Embarq"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Missouri. Embarq and CLEC may be referred to individually as a "Party" and together as the "Parties."

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Missouri entered into by and between Embarq and Granite Telecommunications, LLC, dated November 5, 2008 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The End Date of this Agreement is November 5, 2010, which corresponds with the End Date of the Adopted Agreement.

4. NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Director, Contract Management
Embarq: Embarq
 9300 Metcalf
 KSOPKB0402-413
 Overland Park, KS 66212

If to David Aronow
CLEC: President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2003
 (fax) 212-635-5074
 email: daronow@mettel.net

With a Senior Attorney
copy to: Embarq External Affairs
 400 W. 15th St.
 Suite 1400
 MS: TXAUST14-1414
 Austin, TX 78701

With a Andoni Economou
copy to: Executive Vice President
 Metropolitan Telecommunications
 44 Wall Street, 6th Floor
 New York, NY 10005
 (Tel) 212-607-2004
 (Fax) 212-635-5074
 email: aeconomou@mettel.net

5. MISCELLANEOUS

- 5.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2 This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Embarq”

“CLEC”

By: [signed] Michael R. Hunsucker
Name : Michael R. Hunsucker
Title: Director, Contract Management
Date: 9-10-09

By: [signed] David Aronow
Name: David Aronow
Title: President
Date: 8-24-09