

In Re: Resale Forbearance Amendment to the )  
Interconnection Agreement between Metropolitan ) Case No. \_\_\_\_\_  
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 )

COMES NOW, Embarq Missouri, Inc. d/b/a CenturyLink (“CenturyLink”) and files its Application for Approval of the Resale Forbearance Amendment to the 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:

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 recently entered into the attached Resale Forbearance Amendment to the Interconnection Agreement (executed by the parties on September 10, 2009)<sup>1</sup> barring specific terms and conditions for Resale as set forth in Attachment 1 to the Agreement. There are no outstanding issues related to the Agreement between the parties that require the assistance of mediation or arbitration.

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<sup>1</sup> Although the parties executed the Interconnection Agreement on September 10, 2009, neither party nor the commission can locate the original filing for approval, and therefore, have filed it contemporaneously herewith for approval.

### **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 to 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 Resale Forbearance Amendment to 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

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308 E. High Street, Suite B101

Jefferson City, MO 65101

(573) 825-1796

[Tim.opitz@opitzlawfirm.com](mailto: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**

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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 23<sup>rd</sup> day of November, 2022, a copy of the above and foregoing Application of CenturyLink for Approval of the Resale Forbearance Amendment to the 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, Missouri 65101  
[opcservice@opc.mo.gov](mailto:opcservice@opc.mo.gov)

Office of the General Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Missouri 65101  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)

Andoni Economou  
Metropolitan Telecommunications of  
Missouri, Inc. d/b/a MetTel  
55 Water Street, 31st Floor  
New York, N.Y. 10041  
[aeconomou@mettel.net](mailto:aeconomou@mettel.net)

Joseph Farano  
Metropolitan Telecommunications  
55 Water Street, 32nd Floor  
New York, NY 10041  
[jfarano@mettel.net](mailto:jfarano@mettel.net)

**/s/ Tim Opitz**

**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 10, 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.