

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

In Re: Amendment to the Interconnection	)	
Agreement between Oregon Farmers Mutual	)	Docket No. TK-2023-0420
Telephone Company, and Level 3	)	
Communications, LLC, Pursuant to the	)	
Telecommunications Act of 1996	)	

**APPLICATION OF LEVEL 3 COMMUNICATIONS, LLC FOR APPROVAL  
OF AN AMENDMENT TO THE INTERCONNECTION AGREEMENT**

COMES NOW, Level 3 Communications, LLC (“Level 3”) and files the instant Application for Approval of an Amendment to the Interconnection Agreement (“Agreement”) between Oregon Farmers Mutual Telephone Company (“Oregon Farmers Mutual”) and Level 3, pursuant to the Telecommunications Act of 1996 (the “Federal Act”). The Agreement was approved by order of the Missouri Public Service Commission (the “Commission”) on August 13, 2023. In support of this application seeking approval of an amendment to the Agreement, Level 3 states the following:

**I. APPLICANT**

1. Level 3 is a Delaware limited liability corporation that is duly authorized to do business in the State of Missouri and is authorized by the Commission to provide basic local and interexchange telecommunications services. Copies of Level 3’s Certificate of Authority to transact business in Missouri from the Missouri Secretary of State were filed in Case No. TA-99-171 and are incorporated herein by reference pursuant to Commission Rule 20 CSR 4240-2.060(1)(G).

2. To Level 3’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 (3) years.

## **II. INTERCONNECTION AGREEMENT - AMENDMENT**

3. Level 3 presents to the Commission its application pursuant to the terms of the Federal Act. Level 3 and New Oregon Farmers Mutual entered into the Mutual Traffic Exchange Agreement which was approved by the Commission in Docket No. TX-2023-0420.

4. Level 3 and Oregon Farmers Mutual recently entered into an amendment (the “Amendment”) to the Interconnection Agreement, which is attached hereto. The Amendment amends the Agreement by (i) inserting terms for Local Number Portability and (ii) inserting rates for Local Number Portability. Both parties have executed the Amendment. There are no outstanding issues related to the Agreement between the parties that require the assistance of mediation or arbitration.

## **III. STANDARD FOR REVIEW**

5. The standard of review set forth under Section 252(e) of the Federal 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...

6. As stated above, under Section 252(e) of the Federal Act, any interconnection agreement adopted by negotiation must be submitted to the Commission for approval. The Commission may only reject the agreement if it is discriminatory or if it is not consistent with public interest, convenience, and necessity.

7. Level 3 states that the Amendment 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 Amendment does not discriminate against other carriers who are not a party to the Amendment because the terms of the Amendment are equally available to any other carrier.

#### **IV. REQUEST FOR APPROVAL OF AMENDMENT**

8. Level 3 seeks the Commission's approval of the Amendment, consistent with the provisions of the Federal Act. Level 3 and Oregon Farmers Mutual believe that the implementation of this Amendment complies fully with Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any nonparty telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

9. Level 3 respectfully requests that the Commission grant approval of the Amendment, without change, suspension or other delay in its implementation.

## **V. REQUEST FOR WAIVER**

10. Rule 20 CSR 4240-4.017(1) provides that “[a]ny person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case.” Level 3 did not file a notice 60 days prior to the filing of this application, and Level 3 seeks a waiver of the 60-day notice requirements.

11. Rule 20 CSR 4240-4.017(1) also provides that a waiver may be granted for good cause. Good cause exists in the present case. Level 3 verifies below that it has had no communication with the office of the Commission (as defined by Rule 20 CSR 4240-4.015(10)) within the prior 150 days regarding any substantive issue likely to be in this case. Accordingly, for good cause shown, Level 3 respectfully requests a waiver of the 60-day notice requirement of Rule 20 CSR 4240-4.017(1).

## **VI. CONCLUSION**

WHEREFORE, for the foregoing reasons, Level 3 requests that the Commission (i) approve the Amendment to the Interconnection Agreement between Level 3 Communications, LLC and Oregon Farmers Mutual Telephone Company; (ii) waive the 60-day notice requirement of Rule 20 CSR 4240-4.017(1); and (iii) for any such further relief as the Commission deems just and proper.

DATED this 31<sup>st</sup> day of December 2024.

Respectfully Submitted,

/s/ Katherine A. McNamara

Katherine A. McNamara, #25142 (NE)  
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**ATTORNEYS FOR LEVEL 3  
COMMUNICATIONS, LLC**

**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, or any member of their support team in the one hundred fifty (150) days prior to the filing date of this application regarding any substantive issue included in this filing.

Respectfully submitted,

/s/ Anne E. Callenbach

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 31<sup>st</sup> day of December 2024, a copy of the above and foregoing Application of Level 3 Communications, LLC for Approval of an Amendment to the Interconnection Agreement was filed electronically on EFIS and 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)

Oregon Farmers Mutual Telephone Company  
Townes Telecommunications Services Corporation  
CABS Department  
c/o Brandon Shafter  
130 North Fourth Street  
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Macclenny, Florida 32063  
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/s/ Anne E. Callenbach

**AMENDMENT TO  
THE INTERCONNECTION AGREEMENT  
BETWEEN  
LEVEL 3 COMMUNICATIONS, LLC  
AND  
OREGON FARMERS MUTUAL TELEPHONE COMPANY**

This First Amendment of the Interconnection Agreement between

**OREGON FARMERS MUTUAL TELEPHONE COMPANY (“RLEC”)** and **LEVEL 3 COMMUNICATIONS, LLC (“CLEC”)** is made as of September 23, 2024. RLEC and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, RLEC and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), signed May 15, 2023 (the “Agreement”); and this Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in the Amendment by this reference and constitute a part of the Agreement.

**WHEREAS**, RLEC and CLEC desire to (i) insert terms for Local Number Portability and (ii) insert rates for Local Number Portability.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. Replace Section 10 in Attachment C, with the following:

10. Number Portability – Section 251(b)(2)

10.1 Scope

The Parties shall provide Local Number Portability (LNP) in accordance with rules and regulations as prescribed from time to time by the FCC. Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection Agreement along with a conforming, functional direct network interconnection between and among involved switches and exchanges.

Local Number Portability ("LNP") is the arrangement under which the Parties will provide number portability pursuant to this Agreement. LNP is a service arrangement by, between, and among local exchange carriers which allows an existing Customer to obtain local exchange service from a different local exchange service provider and retain its then existing telephone number at a location within the same rate center area. When one Party sends a request ("Requesting Party") for

the porting of a number, the following conditions shall apply: (a) the Requesting Party will be providing Telephone Exchange Service to that Customer in the same rate center area in which the Customer currently obtains Telephone Exchange Service; and (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Commission. The Requesting Party agrees that it will only seek to port telephone numbers from the other Party where the Requesting Party, or its properly authorized affiliate, is the local exchange service provider to the Customer to which the ported number is assigned.

When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.

## 10.2 Procedures for Providing LNP

10.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. LNP shall only be provided within the geographic Rate Center Area associated with the ported number and shall not be provided across Rate Center Area boundaries. LNP shall not be provided for the purpose of avoiding toll or long-distance charges.

10.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. Party B shall be charged and shall pay to Party A either the Basic Initial LSR Service Order Charge or the Basic Subsequent Service Order Charge as set forth in Appendix A.

10.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line-based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.



10.2.4 Neither Party's Customers may port reserved numbers.

10.2.5 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature pursuant to NANC LNP Process Flows and where it is available.

10.2.6 For that originating traffic where a Party's network is currently capable of providing Jurisdictional Indicator Parameter ("JIP"), JIP will be provided by the originating Party in the Initial Address Message ("IAM"), containing the Local Exchange Routing Guide ("LERG")-assigned **NPA-NXX** (6 digits) identifying the originating switch.

10.2.7 The **NXXs** in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those **NXXs** for database queries in all applicable LNP capable offices within the LATA of the given switch(es).

10.2.8 All **NXXs** assigned to LNP capable switches are to be designated as portable unless an **NXX(s)** has otherwise been designated as non-portable. Non-portable **NXXs** include **NXX** codes assigned to paging services; codes assigned for internal testing and official use and any other **NXX** codes required to be designated as non-portable by the rules and regulations of the FCC. **NXX** codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the **NANC** and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

10.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

10.2.10 Within ten (10) days of complete execution of this Agreement, the Parties shall provide each other escalation lists, using each Party's Trading Partner Profile ("TPP"), of each Party's management level personnel who are responsible for LNP provisioning and related LNP issues. Such lists shall contain all pertinent contact information, including, name, title, address, phone number, fax number and email address.

10.2.11 Porting requests to the other Party shall only be accepted during business days and hours defined as Monday through Friday, 8:00 am to 5:00 pm ET. Any porting request received after 5:00 pm shall be deemed as received the next business day.

10.2.12 There shall be no coordinated cut-overs.

2. In Appendix A, insert the following:

3. LSR Ordering Charges for LNP Activity

One-Time LNP Account Establishment=\$275 upon first LNP LSR.

Basic Initial LNP Service Order Charge= \$ 25.00 per each initial request by one Party to the other Party per LNP request per Customer -- To be billed to and paid by the requesting Party.

Basic Subsequent LNP Service Order Charge=\$ 12.50 per each time the requesting Party submits a revised request per LNP request per Customer -- To be billed to and paid by the requesting Party.

3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into the Agreement or which may be the subject of further review.
4. ALL TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Signatures by all Parties to the Agreement are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
6. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective following approval by such Commission.

The Parties hereby authorize and execute this Amendment.

**Level 3 Communications, LLC**

<u><i>Sarah Poindexter</i></u> <small>Sarah Poindexter (Sep 25, 2024 11:26 CDT)</small>	25-Sep-2024
Signature	Date

Sarah Poindexter
Typed Name

Mgr Voice Interconnection
Typed Title

**Oregon Farmers Mutual Telephone Company LLC**

<u><i>Chase Custer</i></u> <small>Chase Custer (Sep 25, 2024 11:31 CDT)</small>	25-Sep-2024
Signature	Date

Chase Custer
Typed Name

Chief Financial Officer
Typed Title