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September 29, 2022 IDAHO PUBLIC
UTILITIES COMMISSION

Via Email Submission
secretary@puc.idaho.gov

Ms. Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. 8, Ste. 201-A
Boise, ID 83714

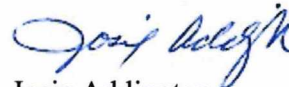
Re: Case No.: CGS-T-22-03/LEN-T-22-03
Application for Approval of Amendment to Interconnection Agreement

Dear Ms. Noriyuki:

Attached for filing are an Application for Approval of Amendment to Interconnection Agreement along with the Resale Forbearance Amendment to the Interconnection Agreement between CenturyTel of the Gem State, Inc. dba CenturyLink, CenturyTel of Idaho, Inc. dba CenturyLink (individually and collectively "CenturyLink") and Metropolitan Telecommunications of Idaho Inc. dba MetTel for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please feel free to contact me with any questions regarding this submission. Thank you for your assistance in this matter.

Sincerely,



Josie Addington
Legal Assistant

Attachments
cc: Service List

William E. Hendricks, III (WSBA#29786)
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RECEIVED
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYTEL OF THE GEM STATE, INC. DBA CENTURYLINK AND CENTURYTEL OF IDAHO, INC. DBA CENTURYLINK FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH METROPOLITAN TELECOMMUNICATIONS OF IDAHO INC. DBA METTEL PURSUANT TO 47 U.S.C. §252(e)

CASE NO.: *CGS-T-22-03/CEN-T-22-03*

APPLICATION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT

CenturyTel of the Gem State, Inc. dba CenturyLink and CenturyTel of Idaho, Inc. dba CenturyLink (individually and collectively, "CenturyLink") hereby file this Application for Approval of Amendment to the Interconnection Agreement. The Interconnection Agreement was approved by the Idaho Public Utilities Commission on December 17, 2013 under Order No. 32949 (the "Agreement"). The Resale Forbearance Amendment ("Amendment") between CenturyLink and Metropolitan Telecommunications of Idaho Inc. dba MetTel ("MetTel") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or

portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expedious approval of this Amendment will enable MetTel to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedious approval would further the public interest.

Respectfully submitted this 29th day of September, 2022.

CENTURYLINK



William E. Hendricks, III
Attorney for **CenturyTel of the Gem State, Inc.**
dba CenturyLink and CenturyTel of Idaho, Inc.
dba CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on this 299th day of September, 2022, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jan Noriyuki, Secretary
Idaho Public Utilities Commission

Via Email:
secretary@puc.idaho.gov

Andoni Economou, COO MetTel
Metropolitan Telecommunications of Idaho
Inc. dba MetTel

Via Email:
aeconomou@mettel.net



Josie Addington

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

This is an Amendment (“Amendment”) to the Interconnection Agreement between CenturyTel of the Gem State, Inc. d/b/a CenturyLink; CenturyTel of Idaho, Inc. d/b/a CenturyLink (“CenturyLink”), a Colorado corporation, and Metropolitan Telecommunications of Idaho, 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 Idaho which was executed on September 9, 2013; 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 Idaho, Inc. d/b/a MetTel

CenturyTel of the Gem State, Inc. d/b/a CenturyLink; CenturyTel of Idaho, Inc. d/b/a CenturyLink

Andoni Economou
Andoni Economou (Aug 31, 2022 14:51 EDT)

Kimberly J. Povirk
Kimberly J. Povirk (Aug 31, 2022 14:08 CDT)

Signature

Signature

Andoni Economou
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

COO MetTel
Title
Aug 31, 2022
Date

Sr. Dir. Bus. Ops Wholesale Sales
Title
Aug 31, 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.