

December 14, 2023

Via Electronic Filing Only: psc@utah.gov

Gary Widerburg Commission Administrator Utah Public Service Commission Heber M. Wells Building, 4th Floor 160 East 300 South Salt Lake City, UT 84111

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

Metropolitan Telecommunications of Utah, Inc.

Unbundled Network Elements (UNEs)
Forbearance Amendment to the
Interconnection Agreement between Qwest
Corporation dba CenturyLink QC and
Metropolitan Telecommunications of Utah,
Inc.

If you have any questions, please do not hesitate to contact me. Thank you for your anticipated assistance in this regard.

Sincerely,

Dianne Barthel Senior Paralegal

Draine Barthel

Attachment

cc: Service List

CENTURYLINK

Katie N. Wagner (OK Bar #33296)

Senior Corporate Counsel

100 CenturyLink Drive

Monroe, Louisiana 71203

Katie.wagner@lumen.com

405-669-8712

Counsel for Qwest Corporation dba CenturyLink QC

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Interconnection : Docket No.

Agreement between Qwest Corporation :

dba CenturyLink QC and Metropolitan : AMENDMENT FILING

Telecommunications of Utah, Inc.

Pursuant to 47 U.S.C. § 252(e)(1), and Utah Code Ann. § 54-8b-2.2.(1)(d), Qwest

Corporation dba CenturyLink QC ("CenturyLink") files the attached Unbundled Network

Elements (UNEs) Forbearance Amendment to the Interconnection Agreement entered into by

CenturyLink and Metropolitan Telecommunications of Utah, Inc. for approval by the

Commission. The Interconnection Agreement between CenturyLink and Metropolitan

Telecommunications of Utah, Inc. was deemed approved by the Commission on April 30, 2006

in Docket No. 06-049-21. The Interconnection Agreement is hereby amended by adding terms

and conditions for Unbundled Network Elements (UNEs) as set forth in Attachment 1 and

Exhibit A to this Amendment.

Dated this 14th day of December, 2023.

CENTURYLINK

y:_____

Kotel W. gran

Katie N. Wagner, OK Bar #33296

Senior Corporate Counsel Kagie.wagner@lumen.com

405-669-8712

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing AMENDMENT TO INTERCONNECTION AGREEMENT was served by email this 14th day of December, 2023 on the following person at the email address shown below:

Andoni Economou <u>aeconomou@mettel.net</u>

Metropolitan Telecommunications

Joseph Farano jfarano@mettel.net

Metropolitan Telecommunications

Dianne Barthel

Draine Barthel

Unbundled Network Elements (UNEs) Forbearance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and

Metropolitan Telecommunications of Utah Inc. for the State of Utah

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Metropolitan Telecommunications of Utah Inc. ("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 Utah which was approved by the Commission on April 30, 2006; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), which became effective upon release; 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 (together, with the UNE Transport Order, collectively referred to as the "Forbearance Orders"); and

WHEREAS, the Parties agree that the Forbearance Orders are changes 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 Orders 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 Unbundled Network Elements (UNEs) as set forth in Attachment 1 and Exhibit A 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 may agree to implement the

provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, the CLEC's bills shall be deemed accurate and adjusted without error.

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 Utah Inc.	Qwest Corporation dba CenturyLink Q				
Andoni Economou (Aug 2, 2022 15:45 EDT)	Kimberly J. Povirk Kimberly J. Povirk (Aug 2, 2022 15:03 CDT)				
Signature	Signature				
Andoni Economou Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed				
COO MetTel Title Aug 2, 2022	Sr. Dir. Bus. Ops Wholesale Sales Title Aug 2, 2022				
Date	Date				

ATTACHMENT 1

- 1. UNE Analog Loops Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Analog Unbundled Loops, as defined in Section 9.2.2 provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in Section 9.3.2.1.1 of the Agreement (together, referred to as "Analog Unbundled Loops") 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 Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
 - **b.** February 2, 2020 to August 2, 2022 After February 2, 2020, CLEC cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
 - i. For any Unbundled Analog Loops procured under the terms of the Agreement ("Existing Analog Loops") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of the Agreement.
 - ii. CLEC cannot make any changes to such Existing Analog Loops, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Analog Loops the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
 - iii. CLEC agrees that it will no longer submit any orders for Unbundled Analog Loops under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the responsibility of the CLEC to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
 - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order Analog Unbundled Loops under the terms of the Agreement.
 - 2. Should such instances occur, the Parties further agree that CenturyLink will request CLEC to disconnect such services and order them as new by ordering the Special Access service under the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered ("Analog Loop True-Up Bill"). CLEC agrees not

- to contest such Analog Loop True-Up Bills unless such billing is not consistent with the applicable Tariff.
- iv. CLEC agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
- c. After August 2, 2022 The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or converting them to a service under the applicable Tariffs. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion. As Line Splitting and Loop Splitting are not available service under CenturyLink's Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.
- d. Alternative Analog Unbundled Loops Commercial Arrangements The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the Parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.
- **e. UNE Combinations** Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
- 2. UNE Transport Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport ("UDIT"), as provided in Section 9.6.1.1 of the Agreement and Enhanced Extended Loop ("EEL"), as provided in Section 9.23.3.7 of the Agreement (together, referred to as "UNE Transport") are altered as follows:
 - a. Effective Date to January 12, 2020 During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.

- b. January 12, 2020 to July 12, 2022 After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F to this Amendment ("Forbearance UNE Transport"). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
 - i. For any Forbearance UNE Transport procured under the terms of the Agreement ("Existing Forbearance UNE Transport") on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of the Agreement.
 - ii. CLEC cannot make any changes to such Existing UNE Transport, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing UNE Transport the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
 - iii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
 - In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
 - 2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered ("UNE Transport True-Up Bill"). CLEC agrees not to contest such UNE Transport True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After July 12, 2022 The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to Special Access service under the applicable Tariffs. For any Forbearance UNE Transport in place as of July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC

- agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion.
- d. Alternative UNE Transport Commercial Arrangements The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.

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		9.23.2.8.1	DS1 to DS0	T.		\$151.43			C, J, K		_
			9.23.2.8.1.1	Installation				\$105.15			C
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	0.25.4.0	9.25.1.1.2	Each Addition					\$158.74		-	J,
1	9.25.1.2		Loop (see rates	s III 9.2.1.1)		644 22			1 K 15		-
		9.25.1.2.1	Urban			\$11.33			J, K, 15	-	-
		9.25.1.2.2	Suburban			\$12.22			J, K, 15		1
			Donal			640 ==					
0.07.5	1	9.25.1.2.3	Rural			\$19.57			J, K, 15		-
9.25.2	Loop Mux, 9.25.2.1	9.25.1.2.3 DS0 4-Wire, An				\$19.57			J, K, 15		

Exhibit A Utah

		9.25.2.1.2	Each Additional			\$158.74			J, K, 1		
	9.25.2.2	4-Wire Analog	Loop (see rates i	n 9.2.1.3)							
		9.25.2.2.1	Urban	Urban Suburban				J, K, 15			
		9.25.2.2.2	Suburban					J, K, 15			
		9.25.2.2.3	Rural	Rural		\$32.00		J, K, 15			
TES:											
С	Cost Docket 00-049-										
E	Cost Docket 00-049-105 Reconsideration Effective 11/15/03										
G	Cost Docket 01-049-	Cost Docket 01-049-85, Loop Effective 4/20/04									
J	Opinion and Order in Opinion and Order in unbundled network e UNE/Resale Forbear consistent with the te	WC Docket No WC Docket 18- lements. As a rance Amendments of the above	s. 18-141, et al (th 141 (the "UNE An esult, any rate with nt of the Agreemen e referenced amer	e "UNE Transport (alog Loop and Res n this footnote attac nt. Any rate with th ndment.	eleased Order FCC 19-6i Order"), and on August 2, ale Forbearance Order") hed to it only applies to U s footnote is no longer a	2019, released Order F which altered CenturyLin JNEs and Resold service oplicable in any way afte	FCC 19-72, a Memoran nk's obligations to prov es according to the ter er August 2, 2022, agai	dum ride certain ms of the in			
K	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.										
1	Rates not addressed	in Cost Docket	(estimated TELF	RIC)							
15	Rate was previously ordered for this element in a different section of Exhibit A.										