CenturyLink®
Jason D. Topp
Assistant General Counsel
(651) 312-5364

August 24, 2022

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Resale Forbearance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Metropolitan Telecommunications of North Dakota Inc. for the State of North Dakota

Dear Mr. Kahl:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Resale Forbearance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Metropolitan Telecommunications of North Dakota Inc. for the State of North Dakota.

Contact information for Metropolitan Telecommunications of North Dakota Inc. is as follows:

Andoni Economou
Metropolitan Telecommunications
55 Water Street, 31st Floor
New York, NY 10041
(212) 607-2004
aeconomou@mettel.net

Joseph Farano
Metropolitan Telecommunications
55 Water Street, 31st Floor
New York, NY 10041
(212) 359-5037
jfarano@mettel.net

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

Jason D. Topp

JDT/bardm
Enclosure
cc: Andoni Economou (via email)
Joseph Farano (via email)

Resale Forbearance Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
And
Metropolitan Telecommunications of North Dakota Inc.
for the State of North Dakota

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Metropolitan Telecommunications of North Dakota 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 North Dakota which was approved by the state Commission or became effective by operation of law on May 25, 2005; 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 attachments 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 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 North Dakota Inc.	**Qwest Corporation dba CenturyLink QC**
Andoni Economou Andoni Economou (Aug 1, 2022 10:26 EDT)	Kimberly J. Povirk Kimberly J. Povirk (Aug 1, 2022 10:06 CDT)
Signature	Signature
Andoni Economou Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed
COO MetTel Title	Sr. Dir. Bus. Ops Wholesale Sales Title
Aug 1, 2022 Date	Aug 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.

Select the appropriate type of contract below. For cost docket changes, leave blank:							EAS / Local Traffic Reciprocal Compensation					
Amendment							Bill and Keep			Notes		
							Recurring	Recurring Per Mile	Non-Recurring	REC	REC, per Mile	NRC
6	Resale						Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
	6.1	Wholesale Discount Rates										
		6.1.1	Basic Exchange Residence Line Service				16.15%		16.15%	A, E, F		A, E, F
		6.1.2	Basic Exchange Business Line Service / PBX				16.15%		16.15%	A, E, F		A, E, F
		6.1.3	IntraLATA Toll				16.15%		16.15%	A, E, F		A, E, F
		6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)				16.15%		16.15%	A, E, F		A, E, F
		6.1.5	Listings, CO Features Information Services				16.15%		16.15%	A, E, F		A, E, F
		6.1.6	Private Line				16.15%		16.15%	A, E, F		A, E, F
		6.1.7	Volume Packaged Services				8.15%		8.15%	A, E, F		A, E, F
		6.1.8	Public Access Line (PAL) Service				16.15%		16.15%	A, E, F		A, E, F
	6.2	Customer Transfer Charge (CTC)										
		6.2.1	CTC for POTS Service									
			6.2.1.1	Residential / Business								
				6.2.1.1.1	First Line							
					6.2.1.1.1.1	First Line (Manual)			$16.77			C, E, F
					6.2.1.1.1.2	Intentionally Left Blank						
					6.2.1.1.1.3	First Line (Mechanized)			$0.70			C, E, F
				6.2.1.1.2	Each Additional							
					6.2.1.1.2.1	Each Additional Line (Manual)			$2.80			C, E, F
					6.2.1.1.2.2	Intentionally Left Blank						
					6.2.1.1.2.3	Each Additional Line (Mechanized)			$0.14			C, E, F
		6.2.2	CTC for Private Line Transport Services									
			6.2.2.1	First Circuit					$34.67			C, E, F
			6.2.2.2	Each Additional Circuit, per Circuit, same CSR					$34.67			C, E, F
		6.2.3	CTC for Advanced Communications Services, per Circuit						$53.11			C, E, F
		10.3.2	Premium / Privacy Listings				General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount	E, F		E, F

NOTES:

	A	U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.
	C	Cost Docket Case No. PU-2342-01-296 effective 12/29/04.
	E	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"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022, again consistent with the terms of the above referenced amendment.
	F	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.