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Jeanne W. Stockman
Associate General Counsel

September 27, 2022

VIA ALTERNATIVE eFILE

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street SW
Atlanta, GA 30334

Re: Resale Forbearance Amendment to the Interconnection Agreement between Coastal Utilities, Inc. d/b/a CenturyLink and Metropolitan Telecommunications of Georgia d/b/a MetTel for the State of Georgia
Docket No. 149938

Dear Ms. Tanner:

Attached for filing is an electronic copy of the Resale Forbearance Amendment ("Amendment") to the Interconnection Agreement between Coastal Utilities, Inc. d/b/a CenturyLink and Metropolitan Telecommunications of Georgia d/b/a MetTel for the State of Georgia. Both Parties respectfully request that the Amendment be reviewed and considered for approval at the Commission's earliest convenience.

Thank you for your assistance in this matter. Please contact me at (984) 237-1330 if there are any questions.

Sincerely,
/s/ Jeanne W. Stockman

JWS/am
Enclosure(s)

cc: mailto:legal@mettel.net

Resale Forbearance Amendment
to the Interconnection Agreement between
Coastal Utilities, Inc. d/b/a CenturyLink
and
Metropolitan Telecommunications of Georgia d/b/a MetTel
for the State Georgia

This is an Amendment ("Amendment") to the Interconnection Agreement between Coastal Utilities, Inc. d/b/a CenturyLink ("CenturyLink"), a Colorado corporation, and Metropolitan Telecommunications of Georgia 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 Georgia which was executed on August 21, 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 Georgia d/b/a MetTel	**Coastal Utilities, Inc. d/b/a CenturyLink**
Andoni Economou (Aug 31, 2022 14:55 EDT)	Kimberly J. Povirk (Aug 31, 2022 14:05 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 31, 2022 Date	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.