



May 20, 2020

Via E-Filing Only

Filing Center
Oregon Public Utility Commission
P.O. Box 1088
Salem, OR 97308-1088
puc.filingcenter@state.or.us

Re: Resale Forbearance Amendment to the Resale Agreement between Easton Telecom Services LLC and Qwest Corporation dba CenturyLink QC
ARB 906

Dear:

Attached please find a Resale Forbearance Amendment to the Resale Agreement between Easton Telecom Services LLC and Qwest Corporation dba CenturyLink QC. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. No paper copy will follow.

Please feel free to contact me if you have any questions concerning the attached. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler
Paralegal

Attachment

310 SW Park Ave., 11th Flr.
Portland, OR 97205
Tel. 503.242.5420
Fax. 503.242.8589
carla.butler@centurylink.com

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will use the information from this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement to the e-mail address listed below.

1. PARTIES *Competitive Carrier* *Incumbent Local Exchange Carrier*

Name of Party: _____

Contact for Processing Questions:

Name _____

Telephone: _____

E-mail: _____

Contact for Legal Questions (if different)

Name: _____

Telephone: _____

E-mail: _____

Other Persons wanting e-mail service of documents (if any)

Name: _____

E-mail: _____

2. TYPE OF FILING **NOTE:** Parties making multiple requests (such as seeking to adopt a previously approved Agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____

- Parties to prior agreement: _____ & _____

New Agreement: Seeks approval of a new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB _____

Amendment: Amends an existing carrier to carrier agreement.
Docket ARB _____

Does this filing replace an agreement or amendment currently pending Commission approval?

- NO
- YES, Docket ARB _____, Filed on _____

Attachment(s) provided on CD, DVD or flash drive.

**Resale Forbearance Amendment
to the Resale Agreement between
Qwest Corporation dba CenturyLink QC
and
Easton Telecom Services LLC
for the State of Oregon**

This is an Amendment (“Amendment”) to the Resale Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Easton Telecom Services LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Resale Agreement (“Agreement”) for service in the state of Oregon which was approved by the Commission on August 6, 2009 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 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) and 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 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.

Easton Telecom Services LLC

Qwest Corporation dba CenturyLink QC

Robert E. Mocas
Robert E. Mocas (May 19, 2020 12:33 EDT)

Kimberly J. Povirk
Kimberly J. Povirk (May 19, 2020 11:44 CDT)

Signature

Signature

Robert E. Mocas
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

President
Title
May 19, 2020

Sr. Dir. Bus. Ops Wholesale Sales
Title
May 19, 2020

Date

Date

ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Orders, CLEC’s ability to order new services and retain existing services from CenturyLink for resale pursuant to Sections 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 any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
 - b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
 - 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 any discounts delineated in Exhibit A of the Agreement.
 - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
 - iii. CLEC agrees that it will no longer submit any orders for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further orders for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff.
 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on 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 resold services under the terms of the Agreement.
 2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered (“Resale True-Up Bill”) removing the discount for such services and billing under the Tariffs at full tariffed prices. CLEC agrees

not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.

- c. **After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs.

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation			Notes		
Amendment				Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	RDC	RDC per Mile	NRC
6.0	Resale			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.1 Wholesale Discount Rates									
	6.1.1	Basic Exchange Residential Line Service		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.2	Basic Exchange Business Line Service / PBX		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.3	IntraLATA Toll		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Services, ACS)		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.5	Listings, CO Features & Information Services		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.6	Private Line		17.00%		17.00%	B, I, J, 6		B, I, J, 6
	6.1.7	Public Access Line (PAL) Service		17.00%		17.00%	B, I, J, 6		B, I, J, 6
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 Installation, Manual			\$17.09			12, I, J
			6.2.1.1.1.2 Intentionally Left Blank						
			6.2.1.1.1.3 Installation, Mechanized			\$0.71			12, I, J
			6.2.1.1.2 Each Additional						
			6.2.1.1.2.1 Installation, Manual			\$2.85			12, I, J
			6.2.1.1.2.2 Intentionally Left Blank						
			6.2.1.1.2.3 Installation, Mechanized			\$0.14			12, I, J
	6.2.2	CTC for Private Line Transport Services							
		6.2.2.1	First Circuit			\$35.33			12, I, J
		6.2.2.2	Additional Circuit, per Circuit, same CSR			\$35.33			12, I, J
	6.2.3	CTC for Advanced Communications Services, per Circuit				\$54.12			12, I, J
NOTES:									
B	UM 962 (Order No. 02-821)								
I	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.								
J	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.								
6	For services where volume and term discounts apply to retail customers, the wholesale discount rate offered shall be the greater of 17% or the discounted retail percentage plus 8.5%. This is pursuant Commission order in Docket UM 962 Order Number 02-821								
12	Rates proposed in UM 1025								