



CARLA M. BUTLER

July 28, 2016

Via eFiling Only

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

Re: Microduct Language and Rate Update Amendment to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC and CenturyLink Communications, LLC
ARB 659

Dear Ms. Walker:

Attached for filing please find a Microduct Language and Rate Update Amendment to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC and CenturyLink Communications, LLC. 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.

Please feel free to contact me if you have any questions concerning the enclosed. 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.

**Microduct Language and Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
CenturyLink Communications, LLC
(fka Qwest Communications Corporation;
fka OnFiber Carrier Services, Inc.)
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and CenturyLink Communications, LLC (fka Qwest Communications Corporation; fka OnFiber Carrier Services, 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 Oregon which was approved by the Commission on May 13, 2005; and

WHEREAS, 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, conditions and rates for Microduct_as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, 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.

**CenturyLink Communications, LLC
(fka Qwest Communications Corporation;
fka OnFiber Carrier Services, Inc.)**

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Sarah Nicholls
D63227635D0C48C...

DocuSigned by:
Diane Roth
766DEF6A149A455...

Signature

Signature

Sarah Nicholls
Name Printed/Typed

Diane Roth
Name Printed/Typed

Director – Network Cost
Title

Director – Wholesale
Title

7/12/2016

7/12/2016

Date

Date

ATTACHMENT 1

NOTE: The following language hereby replaces the existing language, in the adopted Agreement, in its entirety:

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a 1¼-inch innerduct.

Exhibit A
Oregon

Template OR section 10.7 to add Microduct													
10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)													
		10.7.12	Innerduct										
			10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year				\$0.2043			1		
			10.7.12.2	Innerduct Occupancy Fee, per Linear Foot, per Year				\$0.6272			4		
NOTES:													
	1	Rates not addressed in a Cost Docket (estimated TELRIC)											
	4	Rates per FCC Guidelines & state legislative rules.											