

CARLA M. BUTLER

# September 9, 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 (8)

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.

This Amendment replaces in its entirety the Microduct Language and Rate Update Amendment filed with the PUC on July 28, 2016.

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,

Carla M. Butler

Paralegal

Attachment

# **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. P.	ARTIES Competitive Carrier	Incumbent Local Exchange Carrier
Name of I	Party:	
Contact fo	or Processing Questions:	
Name		
Telephone	e:	
E-mail:		
Contact fo	or Legal Questions (if different)	
Name:		
Telephone	e:	
E-mail:		
Other Per	rsons wanting e-mail service of documents (if any)	
Name:		
E-mail:		
		proved by the Commission.
•	Parties to prior agreement:	&
□ <u>N</u>	New Agreement: Seeks approval of a new negotiated agree	ement.
	ption or agreement replace an existing agreement between NO YES, Docket ARB	n the parties?
·	Amendment: Amends an existing carrier to carrier agreem Docket ARB	nent.
	filing replace an agreement or amendment currently pend NO	ling Commission approval?
	YES, Docket ARB, Filed on _	
Atta	chment(s) provided on CD, DVD or flash drive.	

Microduct 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 rates for Microduct and updating the Innerduct rate as set forth in 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:	DocuSigned by:
Saralı Meliolls	Diane Roth
D63227635D0C48C	766DEF6A149A455
Signature	Signature
Sarah Nicholls	Diane Roth
Name Printed/Typed	Name Printed/Typed
Director – Network Cost	Director – Wholesale
Title	Title
8/26/2016	8/29/2016
Date	Date

# 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	e, 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 n	Rates not addressed in a Cost Docket (estimated TELRIC)								
1	Rates n	Rates per FCC Guidelines & state legislative rules								