# **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. PARTIE	CS Competitive Carrier	Incumbent Local Exchange Carrier
Name of Party:	Hunter Communication & Technologies, LLC dba Hunter Construction Inc., and Core Digital Services	Qwest Corporation dba CenturyLink QC
Contact for Proc	essing Questions:	
Name	Sam Ackley, COO	Josie Addington
Telephone:		206-806-7339
E-mail:	sackley@hunterfiber.com	josie.addington@lumen.com
Contact for Lega	l Questions (if different)	
Name:		
Telephone:		
E-mail:		
Other Persons w	anting e-mail service of documents (if any)	
Name:		Steve Dea
E-mail:		intagree@centurylink.com
	Agreement and Commission approshould submit a separate checklist  a: Adopts existing carrier-to-carrier agreement approxet ARB	proved by the Commission.
• Parti	es to prior agreement:	&
New Agr	reement: Seeks approval of a new negotiated agree	ement.
□ NO	agreement replace an existing agreement between Docket ARB	n the parties?
1 <del></del> 1	nent: Amends an existing carrier to carrier agreem ARB 497	nent.
Does this filing r	eplace an agreement or amendment currently pend	ding Commission approval?
☐ YES,	Docket ARB, Filed on _	
Attachment	(s) provided on CD, DVD or flash drive.	

# FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and

Hunter Communications & Technologies LLC dba Hunter Construction Inc, and Core Digital Services 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 Hunter Communications & Technologies LLC dba Hunter Construction Inc, and Core Digital Services ("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 August 6, 2009; and

WHEREAS, on October 28, 2020, the FCC released Order FCC 20-152, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services ("Order"), which became effective February 8, 2021 ("Effective Date of the Order"); and

WHEREAS, the Parties agree that the 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 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 to the Agreement for Unbundled Network Elements (UNEs) as set forth in Attachment 1 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.

## **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.

**Qwest Corporation dba CenturyLink QC** 

Digital Services								
Sam Aculey Sam Ackley (Apr 19, 2021 14:01 PDT)	Kimberly J. Povirk Kimberly J. Povirk (Apr 19, 2021 16:05 CDT)							
Signature	Signature							
Sam Ackley	Kimberly J. Povirk							

Name Printed/Typed

COO
Sr. Dir. Bus. Ops Wholesale Sales
Title
Apr 19, 2021

Apr 19, 2021

Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title
Apr 19, 2021

Hunter Communications & Technologies LLC

dba Hunter Construction Inc., and Core

#### ATTACHMENT 1

## 1. UNE Loops

a. <u>UNE DS1 and DS3 Loops.</u> CenturyLink is no longer required to offer UNE DS1 and DS3 loops in counties deemed competitive in the *BDS Order (*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"), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <a href="http://www.centurylink.com/wholesale/clecs/nta.html">http://www.centurylink.com/wholesale/clecs/nta.html</a>, subject to the following transition periods:

## i. UNE DS1

- 1. CLEC may not submit new orders after February 8, 2023.
- CLEC may retain its embedded base of UNE DS1 loops (including those ordered in the 24-month new ordering period) in these wire centers at TELRIC rates for 42 months from the Effective Date of the Order. After August 8, 2024, CLEC's embedded base of UNE DS1 loops in these wire centers will be transitioned to market rates.

## ii. UNE DS3

- 1. CLEC may not submit new orders for UNE DS3 loops in these wire centers after February 8, 2021.
- 2. CLEC may retain its embedded base of UNE DS3 loops at TELRIC rates in these wire centers for 36 months from the Effective Date of the Order. On Feb 8, 2024, CLEC's embedded base of UNE DS3 loops in these wire centers will be transitioned to market rates.
- b. <u>UNE DS0 Loops and Associated Copper Subloops.</u> CenturyLink is no longer required to offer these UNEs in "urbanized area census blocks" (census blocks in areas with 50,000 or more people), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <a href="http://www.centurylink.com/wholesale/clecs/nta.html">http://www.centurylink.com/wholesale/clecs/nta.html</a>, subject to the following transition periods:

## i. UNE DS0 Loops

- 1. CLEC may not submit new orders for UNEs in these wire centers after Feb 8, 2023.
- 2. CLEC will retain current pricing for UNE DS0 loops and copper subloops in these wire centers until Feb 8, 2024 (including those ordered in the 24-month new order period). After Feb 8, 2024, CenturyLink may impose a 25% rate increase for any remaining UNE DS0 loops and copper subloops in these wire centers.
- CLEC may retain its embedded base of these UNEs (including those ordered in the 24-month new order period) in these wire centers until February 8, 2025. After this date, CenturyLink will be entitled to charge market rates.

- 4. This transition applies to digital copper loops and two-wire and four-wire copper loops conditioned to transmit digital signals.
- c. <u>Miscellaneous UNE Narrowband Voice-Grade Loops.</u> CenturyLink is no longer required to offer miscellaneous UNE voice-grade loops anywhere, subject to the following transition periods:
  - i. CLEC may not submit new orders for miscellaneous UNE voice-grade loops after February 8, 2021.
  - ii. CLEC may retain its embedded base of miscellaneous UNE voice-grade loops until Feb 8, 2024.
  - iii. "Miscellaneous UNE Narrowband Voice-Grade Loops" refer to 64 kbps voice grade channels over fiber loops where CenturyLink has retired copper (which are currently grandfathered) and to the TDM capabilities of hybrid loops.
- 2. <u>MTE Premises UNE Subloops and NIDs.</u> CenturyLink is not required to offer these UNEs anywhere, subject to the following transition periods:
  - a. New Orders. Once the Order is effective, CLEC may not submit new orders for these UNEs.
  - b. <u>Embedded Base</u>. CLEC may retain its embedded base of these UNEs until February 8, 2024. After this date, CenturyLink will be entitled to charge market rates.
  - c. This applies to all NIDs and loop plants between the minimum point of entry at a multiunit premise and the point of demarcation.
- 3. <u>UNE Dark Fiber Transport.</u> CenturyLink is no longer required to offer UNE Dark Fiber transport on routes where the central office on each end of the route is either a Tier 1 or 2 wire center or within half mile of competitive fiber, subject to the following transition periods:
  - a. After February 8, 2021, CLEC may not submit new orders for UNE Dark Fiber Transport on these routes.
  - b. CLEC may retain its embedded base of UNE Dark Fiber Transport on these routes until February 8, 2029. After this date, CenturyLink will be entitled to charge market rates.
  - c. The central offices meeting the new test (*i.e.*, that are within a half mile of competitive fiber) are listed here: <a href="http://www.centurylink.com/wholesale/clecs/nta.html">http://www.centurylink.com/wholesale/clecs/nta.html</a> .
- 4. Operations Support Systems (OSS). CenturyLink is no longer required to offer OSS as an independent UNE nationwide, except where necessary to manage other UNEs, for interconnection, or for the number portability database, subject to the transition periods that apply to the corresponding UNEs.

Amen	ndment					EAS / Loc Reciprocal C Bill and	ompensation			Notes	
			l			Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
0.0111	nbundled Loops									¥	
		pable Loops									
	9.2.3.1		N / xDSL-I Cap	able				See 9.2.4			
		9.2.3.1.1	Zone 1			\$13.95			D, K		
		9.2.3.1.2	Zone 2			\$25.20			D, K D, K		
	9.2.3.3	9.2.3.1.3 DS1 Capable L	Zone 3			\$56.21 \$87.37		See 9.2.5	D, K		
	9.2.3.4	DS3 Capable L				\$363.42		See 9.2.6	D, K		
9.2	2.5 DS1 Loop	Installation Charg				See 9.2.3.3			Í		
	9.2.5.1	Basic Installation									
		9.2.5.1.1	First	-1				\$124.67			K
	9.2.5.2	9.2.5.1.2	Each Additionation with Performation					\$107.49			K
	5.2.5.2	9.2.5.2.1	First	ance resting							
			9.2.5.2.1.1	Manual				\$278.75			F,
			9.2.5.2.1.2	Mechanized				\$240.29			F,
		9.2.5.2.2	Each Additiona					<b>\$050.40</b>			_
			9.2.5.2.2.1 9.2.5.2.2.2	Manual Mechanized				\$256.49			F,
-	9.2.5.3	Coordinated Inc			Project Coordinated Installation			\$218.77			F,
	0.2.0.0	9.2.5.3.1	First		jost obstantatod filotanation	1		\$360.33		<u> </u>	K
		9.2.5.3.2	Each Additiona					\$318.97			K
	9.2.5.4			t Cooperative Testin	ng / Project Coordinated Installation						$oxed{oxed}$
		9.2.5.4.1	First Each Additiona	N.		<del>                                     </del>		\$129.73			K
	9.2.5.5	9.2.5.4.2	n with Coopera					\$112.55			K
	9.2.3.3	9.2.5.5.1	First	uve resuing							
		0.2.0.0.	9.2.5.5.1.1	Manual				\$278.75			K
			9.2.5.5.1.2	Mechanized				\$240.29			K
		9.2.5.5.2	Each Additiona								
			9.2.5.5.2.1	Manual				\$256.49			K
0.1	2.6 DS3 Loop	Installation Charg	9.2.5.5.2.2	Mechanized		See 9.2.3.4		\$218.77			K
9.2	9.2.6.1	Basic Installation				See 9.2.3.4					
	9.2.0.1	9.2.6.1.1	First					\$124.67			K,
		9.2.6.1.2	Each Additiona	al				\$107.49			K,
	9.2.6.2		n with Performa	ance Testing							
		9.2.6.2.1	First	1							
			9.2.6.2.1.1	Manual				\$278.13			F,
		9.2.6.2.2	9.2.6.2.1.2 Each Additiona	Mechanized				\$239.67			F.
		5.2.0.2.2	9.2.6.2.2.1	Manual				\$256.62			F
			9.2.6.2.2.2	Mechanized				\$218.17			F
	9.2.6.3	Coordinated Ins	stallation with C	ooperative Testing /	Project Coordinated Installation						
		9.2.6.3.1	First					\$360.33			K
		9.2.6.3.2	Each Additiona		(B) 10 F 11 H 1			\$318.97			K
	9.2.6.4	9.2.6.4.1	First	t Cooperative Testin	ng / Project Coordinated Installation			\$129.73			K
		9.2.6.4.1	Each Additiona	al				\$129.73			K
	9.2.6.5		on with Coopera					Ψ112.00			
		9.2.6.5.1	First								
			9.2.6.5.1.1	Manual				\$278.13			K
		00055	9.2.6.5.1.2	Mechanized		ļ		\$239.67			K
		9.2.6.5.2	Each Additiona	Manual		<del> </del>		\$256.62		-	1/
-		+	9.2.6.5.2.1 9.2.6.5.2.2	Mechanized				\$256.62			K
L		ı	15.2.0.0.2.2	oona.nzou				Ψ=10.17			<u> </u>
9.3 Su	ubloop										
9.3		ing Cable, per Pa	ir			\$0.20			C, K		
	9.3.3.3	Dispatch, First	In 4					<b>*</b> 40 :-			Ļ
		9.3.3.3.1 9.3.3.3.2	Manual			<del>                                     </del>		\$43.48 \$32.37		<del>                                     </del>	С
	9.3.3.4	9.3.3.3.2 Dispatch, Each	Mechanized Additional			1		\$32.37		<del>                                     </del>	С
	0.0.0.7	9.3.3.4.1	Manual			1		\$43.48		<u> </u>	С
		9.3.3.4.2	Mechanized					\$32.37			С
9.3		nt Environment (M									
	9.3.5.1			ory, per Request		<u> </u>		\$115.33		ļ	K,
	9.3.5.2	MTE - POI Rea MTE - POI Con	rrangement of F			ICP		ICB	V o		K
	9.3.5.3	INTE - POI Con	SUUCTION OF NEV	v 3PUI		ICB			K, 3	<del>                                     </del>	$\vdash$
9.5 Ne	etwork Interface D	Pevice (NID)						\$74.47			K,
								÷···/			
	nbundled Dedicat						_				
0.0	6.7 UDIT DS0	Channel Perform							K, 12		
9.6	9.6.7.1	DS0 Low Side (				\$14.50					

9.6.11	9.6.11.1 9.6.11.2 9.6.11.3 9.6.11.4	DS0, Single C DS0, Dual Off High Capacity	fice				\$171.64 \$215.90			K
	9.6.11.2 9.6.11.3	DS0, Dual Off High Capacity	fice				\$215.90			ı r
	9.6.11.3	High Capacity			+					K
							\$231.72			K
		High Capacity					\$260.28			K
0 -1	Private Lin	e / Special Acce	ess to UDIT Conve	rsion (as is)			\$123.96			
u 7 Hinhung	lled Dark Fil	her (LIDE)								+
9.7.1		ords Inquiry (IRI	)							+
	9.7.1.1	Simple	,				\$217.86			K
	9.7.1.2	Complex					\$258.56			K
9.7.2			te Preparation (FVC	QP)		1	\$947.24			K
9.7.3		ng Verification					\$310.12			k
9.7.4	UDF Single 9.7.4.1		ice Facilities (LIDE	-IOF) - Single Strand		İ				+
	3.7.4.1	9.7.4.1.1		per First Strand / Route / Order			\$513.92			ŀ
		9.7.4.1.2	0 , 1	Each Additional Strand / Route / Order			\$262.68			ı
		9.7.4.1.3	Fiber Transport,	per Strand / Mile	\$52.58			K, 1		
		9.7.4.1.4		ed, per Strand / Office	\$4.90			K, 12		1
		9.7.4.1.5		nnect (Minimum of 2 Cross-Connects applied), per	\$2.63		\$19.93	K, 12		
9.7.5	UDF - per	Pair	Strand							╁
5.7.5	9.7.5.1		ice Facilities (UDF-	-IOF) - per Pair						t
		9.7.5.1.1	Order Charge, p	per First Pair / Route / Order			\$513.93			Ħ
		9.7.5.1.2		Each Additional Pair / Route / Order			\$262.68			
		9.7.5.1.3	Fiber Transport,		\$68.38			C, K		Ļ
<del>                                     </del>		9.7.5.1.4		ed, per Pair / Office	\$8.51		A10.5-	C, K		Ł
9.7.6	Dark Fiber	9.7.5.1.5	Fiber Cross-Cor	nnect (Minimum of 2 Cross-Connects applied), per	\$5.26		\$19.93 \$668.61	K, 12		╁
9.7.6	UDF MTE				ICB		\$668.61 ICB	K, 3		+
3.1.1	TOD! MILE	Саріоор			1.00			11, 0		
9.23 UNE Co	mbinations	<del></del>								T
	9.23.2.3	EEL Loop, DS	31							Ī
		9.23.2.3.1	EEL DS1 Loop I							
<b>  </b>				First			\$312.13			1
<del>                                     </del>		0.00.0.0		Each Additional	¢07.07		\$230.79	0 1/		+
+	9.23.2.4	9.23.2.3.2 EEL Loop, DS		pop (see rates in 9.2.3.3)	\$87.37			C, K		+
	9.23.2.4	9.23.2.4.1	EEL DS3 Loop I	nstallation						t
	+	0.20.21.11		First			\$336.09			
				Each Additional			\$254.75			
		9.23.2.4.2		pop (see rates in 9.2.3.4)	\$363.42			K, 15		Ι
	9.23.2.5			EEL Conversion (as is)		1	\$38.18			
<del>                                     </del>	9.23.2.6	EEL Rearrang				1	<b>#</b> 400.44			+
<del>                                     </del>	+	9.23.2.6.1 9.23.2.6.2	DS0 High Capacity				\$136.41 \$154.83			+
	9.23.2.7	EEL Transport					ψ134.03			t
	0.20.2	9.23.2.7.1		Fixed & per Mile) (see rates in 9.6.1)						t
			9.23.2.7.1.1	Over 0 to 8 Miles	\$19.74	\$0.09		K, 15	K, 15	Ī
			_	Over 8 to 25 Miles	\$19.74	\$0.08		K, 15	K, 15	
<u> </u>				Over 25 to 50 Miles	\$19.74	\$0.11		K, 15		+
<del>                                     </del>		0.00.0.7.0		Over 50 Miles	\$19.74	\$0.08		K, 15	K, 15	+
$\vdash$	+	9.23.2.7.2		Fixed & per Mile) (see rates in 9.6.2)  Over 0 to 8 Miles	\$37.94	\$0.49		K 15	K, 15	+
<del>                                     </del>	+	+	_	Over 8 to 25 Miles	\$37.94	\$0.49			K, 15	t
	†	1		Over 25 to 50 Miles	\$37.94	\$1.16		, .	K, 15	t
			9.23.2.7.2.4	Over 50 Miles	\$37.94	\$1.17		_	K, 15	Ι
<u> </u>		9.23.2.7.3	\ \	Fixed & per Mile) (see rates in 9.6.3)	<b>↓</b> .		<u></u>			Ĺ
$\vdash$		+		Over 0 to 8 Miles	\$253.13	\$9.95		K, 15	K, 15	¥
<del>                                     </del>	+	+		Over 8 to 25 Miles Over 25 to 50 Miles	\$253.13	\$10.19 \$14.27		_	K, 15	+
<del>   </del>	+	+	_	Over 50 Miles	\$253.13 \$253.13	\$14.27 \$21.11		_	K, 15 K, 15	+
	_1		0.20.2.1.3.4	TO ACT ON TAILING	ψ233.13	اا.اا عب		13, 10	13, 10	$^{\dagger}$
9.25 Loop M	ux Combina	ition (LMC)			<u> </u>					T
9.25.3	Loop Mux,									
	9.25.3.1	LMC DS1 Loo	·							ļ
<del>                                     </del>	+	9.25.3.1.1	First				\$296.16			╀
+	9.25.3.2	9.25.3.1.2 DS1 Canable	Each Additional	9 2 3 3)	\$87.37		\$214.82	K, 15		+
9.25.4			Loop (see rates in 9.2.3.3) ess to LMC Conversion (as is)		ψ01.31		\$38.18	11, 10		h
9.25.5			Performance (see rates in 9.6.7)				ψου.10			t
	9.25.5.2		w Side Channeliza	,	\$8.27			K, 15		T
9.25.6		rangement								I
	9.25.6.1	DS0					\$136.41			Į
i 1	9.25.6.2	High Capacity	<u> </u>				\$154.83			¥
<del></del>										¥
<u> </u>										+
3: C UM 773	(Order No. 0	2-355)								

#### Amendment Exhibit A - 02-05-2021 Oregon

К	The Federal Communications Commission ("FCC" or "Commission") released Order FCC 20-152 on October 28, 2020, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services ("Order"), which became effective February 8, 2021, and altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNE DS1, DS3 and DSO Loops, Subloops, Network Interface Device (NID), Dark Fiber and the applicable forborne OSS services according to the terms of this UNE Modernization Forbearance Amendment. Any rate with this footnote is no longer applicable after the following transition periods, consistent with the terms of the above referenced amendment: 1) DS1- new orders not available after February 8, 2023; 2) DS3- new orders not available as of February 8, 2021; 3) DS0- new orders not available after February 8, 2021; 3) UNE Subloops and NIDs- new orders not available as of February 8, 2021; 5) Dark Fiber Transport- new orders not available as of February 8, 2021; and, 6) OSS- subject to the transition periods applicable to the corresponding UNEs. The wire center lists pertaining to this order can be found at: http://www.centurylink.com/wholesale/clec.html.		
#	Voluntary Rate Reduction Docket UM 973. Reductions reflected in the 12/3/02 Exhibit A.		
1	Rates not addressed in a Cost Docket (estimated TELRIC)		
3	ICB, Individual Case Basis.		
12	Rates proposed in UM 1025		
15	Rate for this element is the same as a rate in a different section of Exhibit A.		