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UTILITIES COMMISSION



CenturyLink®

July 12, 2016

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

**Re: Case No.: QWE-T-04-23
Application for Approval of Amendment to Interconnection Agreement**

Dear Ms. Jewell:

Enclosed for filing are an original and two (2) copies of the Microduct Language and Rate Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and CenturyLink Communications, LLC (fka Qwest Communications Corporation) for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Thank you for your assistance in this matter.

Sincerely,


Josie G. Addington
Legal Assistant III

/jga

Enclosures

cc: Sarah Nicholls, CenturyLink Communications, LLC

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Seattle, Washington 98191
Tel: 206-733-5236
Email: josie.addington@centurylink.com
www.centurylink.com

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION DBA CENTURYLINK
QC FOR APPROVAL OF AN
AMENDMENT TO INTERCONNECTION
AGREEMENT WITH CENTURYLINK
COMMUNICATIONS, LLC PURSUANT
TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-04-23

**APPLICATION FOR APPROVAL OF
AMENDMENT TO INTERCONNECTION
AGREEMENT**

Qwest Corporation dba CenturyLink QC hereby files this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”) which was approved by the Idaho Public Utilities Commission on October 6, 2004 (the “Agreement”). The Amendment with CenturyLink Communications, LLC (fka Qwest Communications Corporation) (“CenturyLink Communications”) is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this

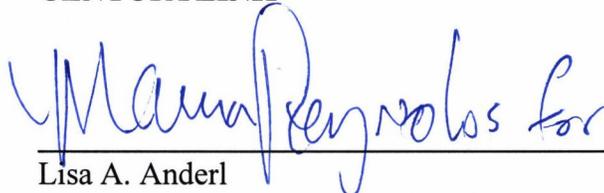
agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable CenturyLink Communications to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 12th day of July, 2016.

CENTURYLINK



Lisa A. Anderl
Attorney for Qwest Corporation dba CenturyLink
QC

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of July, 2016, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Sarah Nicholls
Director Network Facility Cost
CenturyLink Communications, LLC
700 W. Mineral Avenue
Littleton, Colorado 80120
Sarah.Nicholls@CenturyLink.com

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Josie Addington

**Microduct Language and Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
CenturyLink Communications, LLC (fka Qwest Communications Corporation)
for the State of Idaho**

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) ("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 Idaho which was approved by the Commission on October 6, 2004; 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 Power Reduction 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)**

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

7/5/2016

7/5/2016

Date

Date

ATTACHMENT 1

NOTE: The following language hereby is added to the Agreement:

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
Idaho

Template ID 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	\$0.1861			12	
		10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.5168			B, 4	
NOTES:								
B	Cost Docket QWF-T-01-11 Order No. 29408 (January 5, 2004) rates effective January 5, 2004.							
4	The State of Idaho has retained the oversight on these rates. These rates are not under the jurisdiction of the FCC.							
12	Rates not addressed in Cost Docket (estimated TELRIC)							