

**CENTURYLINK**  
1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 733-5178  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

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IDAHO PUBLIC  
UTILITIES COMMISSION



*Via Overnight delivery*

December 16, 2013

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

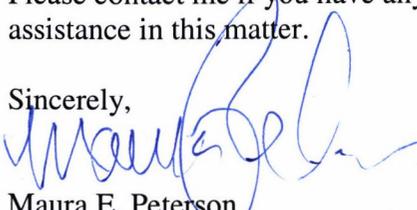
Re: Case No. QWE-T-13-08  
Application for Approval to Adopt Interconnection Agreement  
Zayo Group LLC f/k/a 360networks (USA) inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is an original and three (3) copies of Onvoy, Inc.'s Application for Approval to Adopt Zayo Group LLC f/k/a 360networks (USA) inc. Interconnection Agreement. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

  
Maura E. Peterson

mep  
Enclosure  
cc: Service list

Lisa A Anderl (WSBA# 13236)  
CenturyLink  
1600 7th Ave, Room 1506  
Seattle, WA 98191  
Telephone: (206) 345-1574  
Facsimile: (206) 343-4040  
Lisa.anderl@centurylink.com

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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION D/B/A CENTURYLINK,  
QC FOR APPROVAL OF THE  
ADOPTION OF THE ZAYO GROUP, LLC  
FKA 360networks (USA) inc.  
INTERCONNECTION AGREEMENT  
(APPROVED BY THE COMMISSION ON  
MARCH 7, 2006 IN DOCKET NO. QWE-  
T-06-2 FOR THE STATE OF IDAHO  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.:** QWE-T-13-08

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

Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”) hereby files this Application for Approval of the Interconnection, Resale and/or Unbundling Agreement (“Agreement”). The Agreement with Onvoy, Inc. (“Onvoy”) is submitted herewith.

This Agreement 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 agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement

expeditiously. This Agreement 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 Agreement will enable Onvoy to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Agreement without a hearing. Because this Agreement 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 16 day of December, 2013.

**CENTURYLINK**



Lisa A. Anderl  
Attorney for CenturyLink



**ADOPTION OF THE  
INTERCONNECTION AGREEMENT  
BY**

**ONVOY, INC.**

**ADOPTING THE  
INTERCONNECTION AGREEMENT**

**BETWEEN**

**QWEST CORPORATION DBA CENTURYLINK QC**

**AND**

**ZAYO GROUP, LLC**

**FOR THE STATE OF IDAHO**

### **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Onvoy, Inc. ("CLEC"), a Minnesota corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Idaho.

**NOW THEREFORE**, the Parties agree as follows:

#### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Zayo Group, LLC (formerly known as "360networks (USA) inc.", pre Merger), approved by the Commission in 2006, for the State of Idaho.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 The Parties understand and agree that, because CLEC is adopting an agreement between CenturyLink and a current Affiliate of CLEC, the specific traffic percentages and other carrier-specific provisions of the Adopted Agreement also apply to CLEC. However, either Party may request different traffic percentages and other carrier-specific provisions should studies indicate that there are differences between the affiliates.

#### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement with Zayo Group, LLC.

#### **3. PROVISIONS**

- 3.1 The Terms of the Zayo Group, LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

#### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning

on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is listed above, however, notwithstanding the forgoing, the Expiration Date of the Adopted Agreement and this Agreement are extended until March 31, 2014 pursuant to the Qwest / CenturyLink merger settlement agreement.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

**To CLEC:**

Mary T. Buley  
Senior Regulatory & Interconnection Manager  
Onvoy, Inc.  
10300 6<sup>th</sup> Ave North  
Plymouth, MN 55441  
Phone: 763-230-4183  
Email: [mary.buley@onvoy.com](mailto:mary.buley@onvoy.com)

**6. REGULATORY REQUIREMENTS**

6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Idaho.

6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**Onvoy, Inc.**

DocuSigned by:  
*Scott Sawyer*  
CF9066AD3AB1405...

Signature

Scott Sawyer

Printed Name

General Counsel

Title

11/14/2013

Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

Signature

L. T. Christensen

Printed Name

Director – Wholesale Contracts

Title

11/15/2013

Date

**CERTIFICATE OF SERVICE**

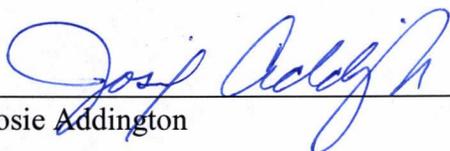
I hereby certify that on this 14<sup>th</sup> day of December, 2013, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
Email: [jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

Mary T. Buley  
Senior Regulatory & Interconnection  
Manager  
Onvoy, Inc.  
10300 6<sup>th</sup> Ave North  
Plymouth, MN 55441

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

  
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Josie Addington