



CARLA M. BUTLER

March 26, 2020

**Via E-Filing Only**

Gary Widerburg, Secretary  
Public Service Commission of Utah  
400 Heber M. Wells Office Building  
160 East 300 South  
Salt Lake City, UT 84111  
[psc@utah.gov](mailto:psc@utah.gov)

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

BULLSEYE TELECOM, INC..

BATCH HOT CUT REMOVAL AMENDMENT

If you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Carla".

Carla M. Butler  
Paralegal

Attachment  
cc: Service List

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*Of Attorneys for CenturyLink*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**


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In the Matter of the Interconnection Agreement	:	Docket No.
between QWEST CORPORATION dba	:	
CENTURYLINK QC and BULLSEYE	:	BATCH HOT CUT REMOVAL
TELECOM, INC.	:	AMENDMENT
	:	

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Pursuant to 47 U.S.C. § 252(e)(1), and Utah Code Ann. § 54-8b-2.2.(1)(d), Qwest Corporation dba CenturyLink QC ("CenturyLink") files the attached Amendment to the Interconnection Agreement entered into by CenturyLink and BullsEye Telecom, Inc. The Interconnection Agreement between CenturyLink and BullsEye Telecom, Inc. was deemed approved by the Commission on June 19, 2004 in Docket No. 04-049-60. The Interconnection Agreement is hereby amended by adding the terms and conditions of this Amendment.

Respectfully submitted this 26<sup>th</sup> day of March, 2020.

By:   
William E. Hendricks, Esq.  
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*Of Attorneys for CenturyLink*

CERTIFICATE OF SERVICE  
VIA EMAIL TRANSMISSION

I hereby certify that on the 26<sup>th</sup> day of March, 2020, a true and correct copy of the foregoing FILING OF AMENDMENT TO INTERCONNECTION AGREEMENT was served upon the following person via means of e-mail transmission only to the e-mail address listed below:

Thomas F. Tisko  
BullsEye Telecom, Inc.  
25925 Telegraph Rd., Suite 210  
Southfield, MI 48033  
Email: [ttisko@bullseyetelecom.com](mailto:ttisko@bullseyetelecom.com)

DATED this 26<sup>th</sup> day of March, 2020.

CENTURYLINK



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By: Carla M. Butler  
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Paralegal for CenturyLink

**Batch Hot Cut Removal Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Bullseye Telecom, Inc.  
for the State of Utah**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Bullseye Telecom, 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 Utah which was approved by the Commission on June 19, 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 removing terms, conditions and rates for Batch Hot Cut as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

**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. 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.

**Bullseye Telecom, Inc.**

**Qwest Corporation dba CenturyLink QC**

Thomas F. Tisko  
Thomas F. Tisko (Mar 19, 2020)

Kimberly J. Povirk  
Kimberly J. Povirk (Mar 19, 2020)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Thomas F. Tisko  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

President and CEO  
Title

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Mar 19, 2020

Mar 19, 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT 1

**The Batch Hot Cut is removed in its entirety from the existing Interconnection Agreement and is replaced by the following:**

The Parties have rates and terms in the ICAs regarding the Batch Hot Cut. The Parties further agree in this Amendment that any such rates and terms will be ineffective, pursuant to the CMP-CR-PC112619-1 notice provided by CenturyLink and have no further requirements as of the Effective Date of this Amendment.