

March 2, 2022

*Via Electronic 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)

**Re: Request for Approval of Amendment to Interconnection Agreement  
Docket No. 04-049-60**

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

BullsEye Telecom, Inc.

FCC Modernizing Unbundling and Resale  
Requirements Amendment to the  
Interconnection Agreement between Qwest  
Corporation dba CenturyLink QC and  
BullsEyeTelecom, Inc. for the State of Utah

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

Sincerely,



Josie G. Addington  
Legal Assistant

Attachment

cc: Service List

William E. Hendricks, III  
CenturyLink  
902 Wasco St  
Hood River, OR 97031  
Ph: (541) 387-9439  
[Tre.hendricks@lumen.com](mailto:Tre.hendricks@lumen.com)

*Of Attorneys for CenturyLink*

**BEFORE THE PUBLIC UTILITIES COMMISSION OF UTAH**

In the Matter of the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and BullsEye Telecom, Inc.	DOCKET NO.  FILING OF AMENDMENT TO INTERCONNECTION AGREEMENT
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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 FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement entered into by CenturyLink and BullsEye Telecom, Inc. (“BullsEye”) for approval by the Commission. The Interconnection Agreement between CenturyLink and BullsEye was deemed approved by the Commission on June 19, 2004 in Docket No. 04-049-60. The Interconnection Agreement is amended by incorporating terms and conditions for Unbundled Network Elements (UNEs) as set forth in Attachment 1 and Exhibit A to this Amendment.

Respectfully submitted this 2nd day of March, 2022.



By: \_\_\_\_\_  
William E. Hendricks III, Esq.  
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Hood River, OR 97031  
Ph: (541) 387-9439  
[Tre.hendricks@lumen.com](mailto:Tre.hendricks@lumen.com)  
*Of Attorneys for CenturyLink*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd day of March, 2022, I caused a true and correct copy of the foregoing *Filing of Amendment to Interconnection Agreement* to be served upon the following person(s) by means of email transmission to the email address(es) listed below:

**Person/Entity**

**Email Address**

Thomas F. Tisko

ttisko@bullseyetelecom.com

Dated this 2nd day of March, 2022.

**CENTURYLINK**



By: \_\_\_\_\_

Josie G. Addington

Legal Assistant

1600 7<sup>th</sup> Avenue, Room 1506

Seattle, WA 98101

206-806-7339

[Josie.addington@lumen.com](mailto:Josie.addington@lumen.com)

**FCC Modernizing Unbundling and Resale Requirements 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, 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.

**Bullseye Telecom, Inc.**

**Qwest Corporation dba CenturyLink QC**

*Steven M. Avromov*  
Steven M. Avromov (Apr 30, 2021 09:20 EDT)

*Kimberly J. Povirk*  
Kimberly J. Povirk (Apr 30, 2021 09:07 CDT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Steven Avromov  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

General Counsel & Secretary  
Title  
Apr 30, 2021

Sr. Dir. Bus. Ops Wholesale Sales  
Title  
Apr 30, 2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**1. UNE Loops

- a. UNE DS1 and DS3 Loops. 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: <http://www.centurylink.com/wholesale/clecs/nta.html>, subject to the following transition periods:
  - i. UNE DS1
    1. CLEC may not submit new orders after February 8, 2023.
    2. 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. UNE DS0 Loops and Associated Copper Subloops. 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: <http://www.centurylink.com/wholesale/clecs/nta.html>, 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.
    3. 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. Miscellaneous UNE Narrowband Voice-Grade Loops. 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. MTE Premises UNE Subloops and NIDs. 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. Embedded Base. 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. UNE Dark Fiber Transport. 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: <http://www.centurylink.com/wholesale/clecs/nta.html> .
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.

				EAS / Local Traffic Reciprocal Compensation					
Amendment				Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>9.2 Unbundled Loops</b>									
9.2.3	Digital Capable Loops								
	9.2.3.1	Basic Rate ISDN / xDSL-I Capable					See 9.2.4		
		9.2.3.1.1	Urban		\$11.33			G, L	
		9.2.3.1.2	Suburban		\$12.22			G, L	
		9.2.3.1.3	Rural		\$19.57			G, L	
	9.2.3.3	DS1 Capable Loop					See 9.2.5		
		9.2.3.3.1	Urban		\$69.76			E, L	
		9.2.3.3.2	Suburban		\$74.76			E, L	
		9.2.3.3.3	Rural		\$85.66			E, L	
	9.2.3.4	DS3 Capable Loop					See 9.2.6		
		9.2.3.4.1	Urban		\$574.95			E, L	
		9.2.3.4.2	Suburban		\$607.04			E, L	
		9.2.3.4.3	Rural		\$641.46			E, L	
	9.2.5	DS1 Loop Installation Charges			See 9.2.3.3				
	9.2.5.1	Basic Installation							
		9.2.5.1.1	First						
			9.2.5.1.1.1	Installation			\$54.55		C, L
			9.2.5.1.1.2	Disconnect			\$18.09		C, L
		9.2.5.1.2	Each Additional						
			9.2.5.1.2.1	Installation			\$48.86		C, L
			9.2.5.1.2.2	Disconnect			\$9.00		C, L
	9.2.5.2	Basic Installation with Performance Testing							
		9.2.5.2.1	First						
			9.2.5.2.1.1	Installation			\$128.08		C, L
			9.2.5.2.1.2	Disconnect			\$18.09		C, L
		9.2.5.2.2	Each Additional						
			9.2.5.2.2.1	Installation			\$99.84		C, L
			9.2.5.2.2.2	Disconnect			\$9.00		C, L
	9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.5.3.1	First						
			9.2.5.3.1.1	Installation			\$150.00		C, L
			9.2.5.3.1.2	Disconnect			\$18.09		C, L
		9.2.5.3.2	Each Additional						
			9.2.5.3.2.1	Installation			\$99.84		C, L
			9.2.5.3.2.2	Disconnect			\$9.00		C, L
	9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
		9.2.5.4.1	First						
			9.2.5.4.1.1	Installation			\$59.55		C, L
			9.2.5.4.1.2	Disconnect			\$18.09		C, L
		9.2.5.4.2	Each Additional						
			9.2.5.4.2.1	Installation			\$53.86		C, L
			9.2.5.4.2.2	Disconnect			\$9.00		C, L
	9.2.5.5	Basic Installation with Cooperative Testing							
		9.2.5.5.1	First						
			9.2.5.5.1.1	Installation			\$128.08		C, L
			9.2.5.5.1.2	Disconnect			\$18.09		C, L
		9.2.5.5.2	Each Additional						
			9.2.5.5.2.1	Installation			\$99.84		C, L
			9.2.5.5.2.2	Disconnect			\$9.00		C, L
	9.2.6	DS3 Loop Installation Charges			See 9.2.3.4				
	9.2.6.1	Basic Installation							
		9.2.6.1.1	First						
			9.2.6.1.1.1	Installation			\$54.55		C, L
			9.2.6.1.1.2	Disconnect			\$18.09		C, L
		9.2.6.1.2	Each Additional						
			9.2.6.1.2.1	Installation			\$48.86		C, L
			9.2.6.1.2.2	Disconnect			\$9.00		C, L
	9.2.6.2	Basic Installation with Performance Testing							
		9.2.6.2.1	First						
			9.2.6.2.1.1	Installation			\$128.08		C, L
			9.2.6.2.1.2	Disconnect			\$18.09		C, L
		9.2.6.2.2	Each Additional						
			9.2.6.2.2.1	Installation			\$99.84		C, L
			9.2.6.2.2.2	Disconnect			\$9.00		C, L
	9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
		9.2.6.3.1	First						
			9.2.6.3.1.1	Installation			\$150.00		C, L
			9.2.6.3.1.2	Disconnect			\$18.09		C, L
		9.2.6.3.2	Each Additional						
			9.2.6.3.2.1	Installation			\$99.84		C, L
			9.2.6.3.2.2	Disconnect			\$9.00		C, L
	9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							





Amendment Exhibit A - 02-05-2021  
Utah

				9.23.2.3.1.1.1	Installation			\$135.69		C, L
				9.23.2.3.1.1.2	Disconnect			\$19.95		C, L
			9.23.2.3.1.2	Each Additional						
				9.23.2.3.1.2.1	Installation			\$118.85		C, L
				9.23.2.3.1.2.2	Disconnect			\$11.63		C, L
			9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)						
				9.23.2.3.2.1	Urban	\$69.76			L, 15	
				9.23.2.3.2.2	Suburban	\$74.76			L, 15	
				9.23.2.3.2.3	Rural	\$85.66			L, 15	
		9.23.2.4	EEL Loop, DS3							
			9.23.2.4.1	EEL DS3 Loop Installation						
				9.23.2.4.1.1	First					
				9.23.2.4.1.1.1	Installation			\$146.02		C, L
				9.23.2.4.1.1.2	Disconnect			\$23.05		C, L
				9.23.2.4.1.2	Each Additional					
				9.23.2.4.1.2.1	Installation			\$129.18		C, L
				9.23.2.4.1.2.2	Disconnect			\$14.72		C, L
			9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)						
				9.23.2.4.2.1	Urban	\$574.95			L, 15	
				9.23.2.4.2.2	Suburban	\$607.04			L, 15	
				9.23.2.4.2.3	Rural	\$641.46			L, 15	
		9.23.2.5	Private Line / Special Access to EEL Conversion (as is)							
			9.23.2.5.1	Installation				\$8.48		C, L
			9.23.2.5.2	Disconnect				\$3.10		C, L
		9.23.2.6	EEL Rearrangement							
			9.23.2.6.1	DS0				\$137.50		L, 1
			9.23.2.6.2	High Capacity				\$156.07		L, 1
		9.23.2.7	EEL Transport							
			9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)						
				9.23.2.7.1.1	Over 0 to 8 Miles	\$19.03	\$0.21		L, 15	L, 15
				9.23.2.7.1.2	Over 8 to 25 Miles	\$19.05	\$0.13		L, 15	L, 15
				9.23.2.7.1.3	Over 25 to 50 Miles	\$19.06	\$0.07		L, 15	L, 15
				9.23.2.7.1.4	Over 50 Miles	\$19.09	\$0.05		L, 15	L, 15
			9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)						
				9.23.2.7.2.1	Over 0 to 8 Miles	\$32.52	\$1.65		L, 15	L, 15
				9.23.2.7.2.2	Over 8 to 25 Miles	\$33.52	\$2.78		L, 15	L, 15
				9.23.2.7.2.3	Over 25 to 50 Miles	\$33.48	\$1.25		L, 15	L, 15
				9.23.2.7.2.4	Over 50 Miles	\$33.72	\$0.89		L, 15	L, 15
			9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)						
				9.23.2.7.3.1	Over 0 to 8 Miles	\$207.43	\$50.26		L, 15	L, 15
				9.23.2.7.3.2	Over 8 to 25 Miles	\$210.65	\$15.70		L, 15	L, 15
				9.23.2.7.3.3	Over 25 to 50 Miles	\$193.71	\$19.69		L, 15	L, 15
				9.23.2.7.3.4	Over 50 Miles	\$204.73	\$13.63		L, 15	L, 15

**9.25 Loop Mux Combination (LMC)**

		9.25.3	Loop Mux, DS1 Loop							
			9.25.3.1	LMC DS1 Loop Installation						
				9.25.3.1.1	First			\$307.68		L, 1
				9.25.3.1.2	Each Additional			\$225.27		L, 1
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)						
				9.25.3.2.1	Urban	\$69.76			L, 15	
				9.25.3.2.2	Suburban	\$74.76			L, 15	
				9.25.3.2.3	Rural	\$85.66			L, 15	
		9.25.4	Private Line / Special Access to LMC Conversion (as is)							
			9.25.4.1	Installation				\$8.48		C, L
			9.25.4.2	Disconnect				\$3.10		C, L
		9.25.5	LMC DS0 Channel Performance (see rates in 9.6.7)							
			9.25.5.2	DS1 / DS0 Low Side Channelization		\$6.69			L, 15	
		9.25.6	LMC Rearrangement							
			9.25.6.1	DS0				\$137.50		L, 1
			9.25.6.2	High Capacity				\$156.07		L, 1

**NOTES:**

C	Cost Docket 00-049-105 Effective 7/10/02
E	Cost Docket 00-049-105 Reconsideration Effective 11/15/03
G	Cost Docket 01-049-85, Loop Effective 4/20/04
L	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 DS0 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, 2023; 4) 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: <a href="http://www.centurylink.com/wholesale/clec.html">http://www.centurylink.com/wholesale/clec.html</a> .
1	Rates not addressed in Cost Docket. (estimated TELRIC)
3	ICB, Individual Case Basis.
15	Rate was previously ordered for this element in a different section of Exhibit A.