

November 22, 2023

Via Electronic Filing Only: psc@utah.gov

Gary Widerburg Commission Administrator Utah Public Service Commission Heber M. Wells Building, 4th Floor 160 East 300 South Salt Lake City, UT 84111

**Re:** Request for Approval of Amendment to Interconnection Agreement

Docket No. 10-049-31

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

Preferred Long Distance, Inc. FCC Modernizing Unbundling and Resale

Requirements Amendment to the

Interconnection Agreement between Qwest Corporation dba CenturyLink QC and

Preferred Long Distance, Inc.

Draine Barthel

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

Sincerely,

Dianne Barthel Senior Paralegal

Attachment

cc: Service List

**CENTURYLINK** 

Katie N. Wagner (OK Bar #33296) Senior Corporate Counsel

100 CenturyLink Drive

Monroe, Louisiana 71203

Katie.wagner@lumen.com

405-669-8712

Counsel for Qwest Corporation dba CenturyLink QC

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Interconnection : Docket No.

Agreement between Qwest Corporation :

dba CenturyLink QC and Preferred Long : AMENDMENT TO

Distance, Inc. : INTERCONNECTION AGREEMENT

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 FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement entered into by CenturyLink and Preferred Long Distance, Inc. ("Preferred") for approval by the Commission. The Interconnection Agreement between CenturyLink and Preferred was deemed approved by the Commission on October 11, 2010 in Docket No. 10-049-31. The Interconnection Agreement is hereby amended by adding terms and conditions for Unbundled Network Elements (UNEs) as set forth in Attachment 1 and Exhibit A to this Amendment.

Dated this 22nd day of November, 2023.

**CENTURYLINK** 

Katie N. Wagner, OK Bar #33296

Senior Corporate Counsel Kagie.wagner@lumen.com

405-669-8712

# **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing AMENDMENT TO INTERCONNECTION AGREEMENT was served by email this 22nd day of November, 2023 on the following person at the email address shown below:

Keith Nussbaum, EVP Preferred Long Distance, Inc. keith@preferredlongdistance.com

Dianne Barthel

Draine Barthel

# FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Preferred Long Distance 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 Preferred Long Distance Inc. (fka Preferred Long Distance) ("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 April 14, 2005; 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.

Preferred Long Distance, Inc.	Qwest Corporation dba CenturyLink C				
<i>Kejth NUSSbaum</i> keith nussbaum (May 21, 2022 10:13 PDT)	Kimberly J. Povirk Kimberly J. Povirk (May 23, 2022 09:39 CDT)				
Signature	Signature				
Keith Nussbaum Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed				
Executive Vice President Title	Sr. Dir. Bus. Ops Wholesale Sales Title				
May 21, 2022	May 23, 2022				
Date	Date				

#### **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.
- 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. <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. <u>New Orders</u>. 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. <u>Operations Support Systems (OSS).</u> 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.

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Amendme	nt					Bill and				Notes	
						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
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9.2.3	Digital Capa	able Loops									
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	0.2.07	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 L	оор					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 L				<b>#574.05</b>		See 9.2.6			
		9.2.3.4.1	Urban			\$574.95			E, L		
		9.2.3.4.2 9.2.3.4.3	Suburban Rural			\$607.04 \$641.46			E, L E, L		
9.2.5	DS1 Loop I	nstallation Char				See 9.2.3.3			E, L		
9.2.5	9.2.5.1	Basic Installation				3ee 9.2.3.3					
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			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 Additiona	!				1.2.30			
			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		on with Performa	nce 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 Additiona								
			9.2.5.2.2.1	Installation				\$99.84			C, L
			9.2.5.2.2.2	Disconnect				\$9.00			C, L
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		9.2.5.3.1	First 9.2.5.3.1.1	In a tallation				\$150.00			C, L
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			9.2.5.4.1.1	Installation				\$59.55			C, L
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				9.2.6.5.2.2	Disconnect		\$9.00		
9.3 S	Subloop								
9.	1.3.3	Intrabuilding	g Cable						
		9.3.3.1	No Dispatch, F	irst			\$59.07		
		9.3.3.2	No Dispatch, E	ach Additional			\$24.64		
		9.3.3.5	Loop, per Pair						
			9.3.3.5.1	High Density		\$0.43		C, L	
			9.3.3.5.2	Low Density		\$1.17		C, L	
9.	.3.5	MTE Termin	nal Subloop Acc						
		9.3.5.1	Subloop MTE -	POI Site Invento	ry, per Request		\$285.10		
		9.3.5.2	MTE - POI Rea	arrangement of Fa	acilities		ICB		
		9.3.5.3		struction of New		ICB		L, 3	
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9.5 N	letwork	Interface De	evice (NID)			\$0.00	\$34.09	G, L	
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9.6 U	Jnbundl	ed Dedicate	d Interoffice Tr	ransport (UDIT)		1			-
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		9.6.11.3	High Capacity,			+	\$106.66		
		9.6.11.4	High Capacity,				\$121.82		
	0.6.12			ss to UDIT Conve	reion (as is)	+ +	\$115.34		
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9.7 U	Jnbundl	ed Dark Fib	er (UDF)						
	).7.1		rds Inquiry (IRI)						
		9.7.1.1	Simple				\$87.50		
		9.7.1.2	Complex				\$111.56		
9.	.7.2			Preparation (FV	QP)		\$814.84		
	9.7.2 Field Verification and Quote Preparation (FVQP)  9.7.3 Engineering Verification						\$357.61		
	0.7.4	UDF - Singl					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		9.7.4.1		e Facilities (UDF	-IOF) - Single Strand				
			9.7.4.1.1		per First Strand / Route / Order				
				9.7.4.1.1.1	Installation		\$167.83		
				9.7.4.1.1.2	Disconnect		\$100.00		
			9.7.4.1.2		Each Additional Strand / Route / Order	+	Ψ100.00		-
			J.7.4.1.2	9.7.4.1.2.1	Installation		\$107.59		
				9.7.4.1.2.2	Disconnect		\$41.57		
$\vdash$			9.7.4.1.3		per Strand / Mile	\$48.70	φ41.57	L,1	-+
$\vdash$			9.7.4.1.3		red, per Strand / Office				-+
$\vdash$					nnect, per Strand / Office	\$3.06		L,1	-+
$\vdash$			9.7.4.1.5		Installation	\$1.53	#C 00	L,1	-+
$\vdash$			+	9.7.4.1.5.1		+	\$6.39		
<del>-  </del>	7.7	LIDE -	Doir	9.7.4.1.5.2	Disconnect	1	\$5.44		
<u> </u> 9.	).7.5	UDF - per F			IOE) was Pain	1			-+
$\vdash$		9.7.5.1		e Facilities (UDF					$-\!\!\!\!+\!$
$\vdash$			9.7.5.1.1		per First Pair / Route / Order	<b> </b>			$-\!$
oxdot			1		Installation		\$167.83		
oxdot				9.7.5.1.1.2	Disconnect		\$100.00		
			9.7.5.1.2		ach Additional Pair / Route / Order				
				9.7.5.1.2.1	Installation		\$107.59		
				9.7.5.1.2.2	Disconnect		\$41.57		
			9.7.5.1.3	Fiber Transport,	per Pair / Mile	\$63.33		C, L	
			9.7.5.1.4		ed, per Pair / Office	\$5.51		E, L	
	_		9.7.5.1.5		nnect, per Pair (Minimum of 2 Cross-Connects Apply)	\$3.06		E, L	
			1	9.7.5.1.5.1	Installation	+	\$6.39		
			1		Disconnect	+			
					11 (15) 1 (11 16) 1 (1	1	\$5.44		
	7.0	Dorle Eller	Calias	9.7.5.1.5.2	Disconnect		#000 T1		
	0.7.6	Dark Fiber		19.7.5.1.5.2	Disconnect	IOD	\$683.74		
	).7.6 ).7.7	Dark Fiber		19.7.5.1.5.2	Disconnect	ICB	\$683.74 ICB	L, 3	
9.	).7.7	UDF MTE S		9.7.5.1.5.2	Disconnect	ICB		L, 3	
9.	).7.7	UDF MTE S	Subloop		Disconnect	ICB		L, 3	
9.	).7.7	UDF MTE S	Subloop EEL Loop, DS1	1		ICB		L, 3	
9.	).7.7	UDF MTE S	Subloop	1 EEL DS1 Loop	Installation	ICB		L, 3	
9.	).7.7	UDF MTE S	Subloop EEL Loop, DS1	1	Installation First	ICB	ICB	L, 3	
9.	).7.7	UDF MTE S	Subloop EEL Loop, DS1	1 EEL DS1 Loop	Installation First 9.23.2.3.1.1.1 Installation	ICB	ICB \$135.69	L, 3	
9.	).7.7	UDF MTE S	Subloop  EEL Loop, DS1	1 EEL DS1 Loop	Installation	ICB	ICB	L, 3	
9.	).7.7	UDF MTE S	Subloop  EEL Loop, DS1	1 EEL DS1 Loop	Installation First 9.23.2.3.1.1.1 Installation 9.23.2.3.1.1.2 Disconnect Each Additional	ICB	ICB \$135.69	L, 3	
9.	).7.7	UDF MTE S	Subloop  EEL Loop, DS1	1 EEL DS1 Loop 9.23.2.3.1.1	Installation	ICB	ICB \$135.69	L, 3	

						9.23.2.3.1.2.2	Disconnect			\$11.63			C, L
				9.23.2.3.2	DS1 Capable Lo	oop (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								
					9.23.2.4.1.1	First	II			0440.00			0.1
						9.23.2.4.1.1.1 9.23.2.4.1.1.2	Installation Disconnect		-	\$146.02 \$23.05			C, L
-					9.23.2.4.1.2	Each Additional			-	\$23.05			C, L
					9.23.2.4.1.2	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 Canable Lo	pop (see rates in				Ψ14.72			0, 2
				0.20.2.1.2	9.23.2.4.2.1	Urban	0.2.0.1)	\$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 / S	pecial Access to		(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 Rearrange									
				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			) (see rates in 9.6.1)						
					9.23.2.7.1.1	Over 0 to 8 Mile		\$19.03	\$0.21		L, 15		
					9.23.2.7.1.2	Over 8 to 25 Mil		\$19.05	\$0.13		L, 15		
					9.23.2.7.1.3	Over 25 to 50 M	liles	\$19.06	\$0.07		L, 15		
					9.23.2.7.1.4	Over 50 Miles		\$19.09	\$0.05		L, 15	L, 15	
				9.23.2.7.2		<del>,                                      </del>	) (see rates in 9.6.2)	****	21.05		1 45	1 45	
-					9.23.2.7.2.1	Over 0 to 8 Mile		\$32.52	\$1.65		L, 15		
					9.23.2.7.2.2	Over 8 to 25 Mil		\$33.52	\$2.78		L, 15		
					9.23.2.7.2.3	Over 25 to 50 M	illes	\$33.48	\$1.25		L, 15		
				9.23.2.7.3	9.23.2.7.2.4	Over 50 Miles	) (see rates in 9.6.3)	\$33.72	\$0.89		L, 15	L, 15	
-				9.23.2.7.3	9.23.2.7.3.1	Over 0 to 8 Mile		\$207.43	\$50.26		L, 15	L, 15	
-					9.23.2.7.3.1	Over 8 to 25 Mil		\$207.43	\$15.70		L, 15		
					9.23.2.7.3.3	Over 25 to 50 M		\$193.71	\$19.69		L, 15		
					9.23.2.7.3.4	Over 50 Miles		\$204.73	\$13.63		L, 15		
-				1	0.20.2.7.0.4	TO VOI OO IVIIIOO		Ψ201.10	ψ10.00		L, 10	L, 10	
	9.25	Loop Mu	x Combinat	ion (LMC)									
		9.25.3	Loop Mux, [										
			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 L	oop (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			s to LMC Conve	rsion (as is)						-	
				Installation					\$8.48			C, 1	
		0.05 -	9.25.4.2	Disconnect	,	0.07)				\$3.10			С
		9.25.5			ance (see rates in	***			1 15	-			
		9.25.5.2 DS1 / DS0 Low Side Channelization \$6.69									L, 15		-
		9.25.6 LMC Rearrangement								¢407.50		-	1 4
$\vdash$				DS0					+	\$137.50 \$156.07		-	L, 1
-			9.25.6.2	High Capacity	1				+	\$156.07		<del>                                     </del>	L, 1
NOTES		<u> </u>		1							<u> </u>		-
_	: C	Cost Dos	kat 00.040.4	05 Effective 7/10	1/02							-	
	E E					15/03						_	
	G G	Cost Docket 00-049-105 Reconsideration Effective 11/15/03  Cost Docket 01-049-85, Loop Effective 4/20/04											<del>                                     </del>
	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									19-308		
	_	ı			,	,		s 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											
							new orders not available as						
		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 orde can be found at: http://www.centurylink.com/wholesale/clec.html.											
		can be to	und at. http://	/www.centuryiini	k.com/wholesale/	clec.html.						1	l
	1												
	1 3	Rates not	addressed i	n Cost Docket.	k.com/wholesale/ (estimated TELR								
	1 3 15	Rates not ICB, Indiv	addressed i idual Case E	n Cost Docket.		RIC)	nibit A.						