

November 21, 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

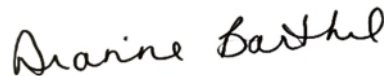
Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

Greenfly Networks, Inc. dba Clearfly Communications	FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Greenfly Networks, Inc. dba Clearfly Communications
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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](mailto:Katie.wagner@lumen.com)  
405-669-8712

*Counsel for Qwest Corporation dba CenturyLink QC*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of the Interconnection	:	Docket No.
Agreement between Qwest Corporation	:	
dba CenturyLink QC and Greenfly	:	<b>AMENDMENT TO</b>
Networks, Inc. dba Clearfly	:	<b>INTERCONNECTION AGREEMENT</b>
Communications	:	

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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 Greenfly Networks, Inc. dba Clearfly Communications (“Greenfly”) for approval by the Commission. The Interconnection Agreement between CenturyLink and Greenfly was deemed approved by the Commission on November 1, 2010 in Docket No. 10-049-26. 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 21st day of November, 2023.

**CENTURYLINK**



By: \_\_\_\_\_  
Katie N. Wagner, OK Bar #33296  
Senior Corporate Counsel  
[Katie.wagner@lumen.com](mailto:Katie.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 21st day of November, 2023 on the following person at the email address shown below:

Greenfly Networks, Inc. dba Clearfly Communications  
Tim Dodge, Vice President Operations  
222 N 32nd Street, Suite 904  
Billings, MT 59101  
[Tim.dodge@clearfly.net](mailto:Tim.dodge@clearfly.net)



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Dianne Barthel

**FCC Modernizing Unbundling and Resale Requirements Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Greenfly Networks, Inc. dba Clearly Communications  
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 Greenfly Networks, Inc. dba Clearly Communications (“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 November 1, 2010; 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.

**Greenfly Networks, Inc. dba Clearly Communications**

**Qwest Corporation dba CenturyLink QC**

Tim Dodge  
Tim Dodge (May 25, 2022 13:06 MDT)

Kimberly J. Povirk  
Kimberly J. Povirk (May 25, 2022 15:10 CDT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tim Dodge  
\_\_\_\_\_  
Name Printed/Typed

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

VP  
\_\_\_\_\_  
Title  
May 25, 2022

Sr. Dir. Bus. Ops Wholesale Sales  
\_\_\_\_\_  
Title  
May 25, 2022

\_\_\_\_\_  
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								



		9.2.6.4.1	First							
			9.2.6.4.1.1	Installation				\$59.55		C, L
			9.2.6.4.1.2	Disconnect				\$18.09		C, L
		9.2.6.4.2	Each Additional							
			9.2.6.4.2.1	Installation				\$53.86		C, L
			9.2.6.4.2.2	Disconnect				\$9.00		C, L
		9.2.6.5	Basic Installation with Cooperative Testing							
			9.2.6.5.1	First						
			9.2.6.5.1.1	Installation				\$128.08		C, L
			9.2.6.5.1.2	Disconnect				\$18.09		C, L
		9.2.6.5.2	Each Additional							
			9.2.6.5.2.1	Installation				\$99.84		C, L
			9.2.6.5.2.2	Disconnect				\$9.00		C, L
		9.2.7	Intentionally Left Blank							
		9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)							
		9.2.8.1	Installation					\$8.48		C, L
		9.2.8.2	Disconnect					\$3.10		C, L
		<b>9.3 Subloop</b>								
		9.3.3	Intrabuilding Cable							
			9.3.3.1	No Dispatch, First				\$59.07		L, 1
			9.3.3.2	No Dispatch, Each Additional				\$24.64		L, 1
			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 Terminal Subloop Access							
			9.3.5.1	Subloop MTE - POI Site Inventory, per Request				\$285.10		L, 1
			9.3.5.2	MTE - POI Rearrangement of Facilities				ICB		L, 3
			9.3.5.3	MTE - POI Construction of New SPOI				ICB		L, 3
		<b>9.5 Network Interface Device (NID)</b>				\$0.00		\$34.09		G, L, C, L
		<b>9.6 Unbundled Dedicated Interoffice Transport (UDIT)</b>								
		9.6.7	DS0 UDIT Low Side Channelization							
			9.6.7.1	DS0 Low Side Channel Performance		\$11.73				E, L
		9.6.11	UDIT Rearrangement							
			9.6.11.1	DS0, Single Office				\$72.57		C, L
			9.6.11.2	DS0, Dual Office				\$96.06		C, L
			9.6.11.3	High Capacity, Single Office				\$106.66		C, L
			9.6.11.4	High Capacity, Dual Office				\$121.82		C, L
		9.6.12	Private Line / Special Access to UDIT Conversion (as is)					\$115.34		L, 1
		<b>9.7 Unbundled Dark Fiber (UDF)</b>								
		9.7.1	Initial Records Inquiry (IRI)							
			9.7.1.1	Simple				\$87.50		C, L
			9.7.1.2	Complex				\$111.56		C, L
		9.7.2	Field Verification and Quote Preparation (FVQP)					\$814.84		C, L
		9.7.3	Engineering Verification					\$357.61		L, 1
		9.7.4	UDF - Single Strand							
			9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) - Single Strand						
			9.7.4.1.1	Order Charge, per First Strand / Route / Order						
				9.7.4.1.1.1	Installation			\$167.83		C, L
				9.7.4.1.1.2	Disconnect			\$100.00		C, L
			9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order						
				9.7.4.1.2.1	Installation			\$107.59		C, L
				9.7.4.1.2.2	Disconnect			\$41.57		C, L
			9.7.4.1.3	Fiber Transport, per Strand / Mile		\$48.70				L, 1
			9.7.4.1.4	Termination, Fixed, per Strand / Office		\$3.06				L, 1
			9.7.4.1.5	Fiber Cross-Connect, per Strand (Minimum of 2 Cross-Connects		\$1.53				L, 1
				9.7.4.1.5.1	Installation			\$6.39		L, 1
				9.7.4.1.5.2	Disconnect			\$5.44		L, 1
		9.7.5	UDF - per Pair							
			9.7.5.1	UDF - Interoffice Facilities (UDF-IOF), per Pair						
				9.7.5.1.1	Order Charge, per First Pair / Route / Order					
				9.7.5.1.1.1	Installation			\$167.83		C, L
				9.7.5.1.1.2	Disconnect			\$100.00		C, L
			9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order						
				9.7.5.1.2.1	Installation			\$107.59		C, L
				9.7.5.1.2.2	Disconnect			\$41.57		C, L
			9.7.5.1.3	Fiber Transport, per Pair / Mile		\$63.33				C, L
			9.7.5.1.4	Termination, Fixed, per Pair / Office		\$5.51				E, L
			9.7.5.1.5	Fiber Cross-Connect, per Pair (Minimum of 2 Cross-Connects Apply)		\$3.06				E, L
				9.7.5.1.5.1	Installation			\$6.39		C, L
				9.7.5.1.5.2	Disconnect			\$5.44		C, L
		9.7.6	Dark Fiber Splice					\$683.74		L, 1
		9.7.7	UDF MTE Subloop			ICB		ICB		L, 3, L, 3
		<b>9.23 UNE Combinations</b>								
		9.23.2.3	EEL Loop, DS1							
			9.23.2.3.1	EEL DS1 Loop Installation						
			9.23.2.3.1.1	First						

