

December 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. 09-049-36**

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

Zayo Group, LLC (fka AboveNet of
Utah, LLC)

FCC Modernizing Unbundling and Resale
Requirements Amendment to the
Interconnection Agreement between Qwest
Corporation dba CenturyLink QC and Zayo
Group, LLC 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,



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

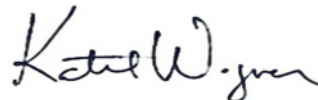
BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Interconnection	:	Docket No.
Agreement between Qwest Corporation	:	
dba CenturyLink QC and Zayo Group,	:	AMENDMENT TO
LLC (fka AboveNet of Utah, LLC)	:	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 Zayo Group, LLC (fka AboveNet of Utah, LLC) for approval by the Commission. The Interconnection Agreement between CenturyLink and Zayo Group, LLC (fka AboveNet of Utah, LLC) was deemed approved by the Commission on August 25, 2009 in Docket No. 09-049-36. The Interconnection Agreement is hereby amended by adding terms and conditions for Unbundled Network Elements (UNEs) as set forth in Attachment 1, Exhibit A, and Appendices to this Amendment.

Dated this 22nd day of December, 2023.

CENTURYLINK



By: _____
Katie N. Wagner, OK Bar #33296
Senior Corporate Counsel
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 22nd day of December, 2023 on the following person at the email address shown below:

Mike Allentoff
Zayo Group, LLC

Mike.allentoff@zayo.com

A handwritten signature in cursive script that reads "Dianne Barthel".

Dianne Barthel

**FCC Modernizing Unbundling and Resale Requirements Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Zayo Group, LLC
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 Zayo Group, LLC (fka AboveNet of Utah, LLC) (“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 August 25, 2009; 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, Exhibit A, and Appendices 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.

Zayo Group, LLC

DocuSigned by:
Robert Peterson
9821A70560A14EE...

Signature

Robert Peterson
Name Printed/Typed

Director Vendor Management

Title

october 26, 2023

Date

Qwest Corporation dba CenturyLink QC

Kimberly J. Povirk
Kimberly J. Povirk (Nov 22, 2023 11:04 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title

Nov 22, 2023

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>, attached hereto as Appendix 1 to this Amendment, 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>, attached hereto as Appendix 2 to this Amendment, 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>, and attached hereto as Appendix 3 to this Amendment.

Appendix 1

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

CLLI	WC NAME	COMPANY	CLLI_ST
ALTAUTMA	Alta/Snowbird	QWEST CORPORATION	UT
AMFKUTMA	American Fork	QWEST CORPORATION	UT
BEVRUTMA	Beaver	QWEST CORPORATION	UT
BNHDUTMA	Brianhead	QWEST CORPORATION	UT
BNTFUTMA	Bountiful	QWEST CORPORATION	UT
CDCYUTMA	Cedar City	QWEST CORPORATION	UT
CLFDUTMA	Clearfield	QWEST CORPORATION	UT
CTWDUTMA	Cottonwood	QWEST CORPORATION	UT
DRPRUTMA	Draper	QWEST CORPORATION	UT
FRTNUTMA	Farmington	QWEST CORPORATION	UT
GTVLUTMA	Grantsville	QWEST CORPORATION	UT
HLDYUTMA	Holladay	QWEST CORPORATION	UT
HNVIUTMA	Huntsville	QWEST CORPORATION	UT
HRCNUTMA	Hurricane	QWEST CORPORATION	UT
HYRMUTMA	Hyrum	QWEST CORPORATION	UT
KRNSUTMA	Kearns	QWEST CORPORATION	UT
KYVLUTMA	Kaysville	QWEST CORPORATION	UT
LEDSUTMA	Leeds	QWEST CORPORATION	UT
LEHIUTMA	Lehi	QWEST CORPORATION	UT
LOGNUTMA	Logan	QWEST CORPORATION	UT
LYTNUTMA	Layton East	QWEST CORPORATION	UT
MAGNUTNM	Magna	QWEST CORPORATION	UT
MDVAUTMA	Midvale	QWEST CORPORATION	UT
MONRUTMA	Monroe	QWEST CORPORATION	UT
MRRYUTMA	Murray	QWEST CORPORATION	UT
NEPHUTMA	Nephi	QWEST CORPORATION	UT
OGDNUTMA	Ogden Main	QWEST CORPORATION	UT
OGDNUTNO	Ogden North	QWEST CORPORATION	UT
OGDNUTSO	Ogden South	QWEST CORPORATION	UT
OGDNUTWE	Ogden West	QWEST CORPORATION	UT
OREMUTMA	Orem	QWEST CORPORATION	UT
PLGVUTMA	Pleasant Grove	QWEST CORPORATION	UT
PRCYUTMA	Park City	QWEST CORPORATION	UT
PROVUTMA	Provo	QWEST CORPORATION	UT

PRWNUTMA	Parowan	QWEST CORPORATION	UT
PYSNUTMA	Payson	QWEST CORPORATION	UT
RCFDUTMA	Richfield	QWEST CORPORATION	UT
RCMDUTMA	Richmond	QWEST CORPORATION	UT
RVTNUTMA	Riverton	QWEST CORPORATION	UT
SALMUTMA	Salem	QWEST CORPORATION	UT
SALNUTMA	Salina	QWEST CORPORATION	UT
SLKCUTEA	Slkc East	QWEST CORPORATION	UT
SLKCUTMA	Slkc Main	QWEST CORPORATION	UT
SLKCUTSO	Slkc South	QWEST CORPORATION	UT
SLKCUTWE	Slkc West	QWEST CORPORATION	UT
SMFDUTMA	Smithfield	QWEST CORPORATION	UT
SNTQUTMA	Santaquin	QWEST CORPORATION	UT
SPDLUTMA	Springdale	QWEST CORPORATION	UT
SPFKUTMA	Spanish Fork	QWEST CORPORATION	UT
SPVLUTMA	Springville	QWEST CORPORATION	UT
STGRUTMA	St. George	QWEST CORPORATION	UT
TOOLUTMA	Tooele	QWEST CORPORATION	UT
VEYOUTMA	Veyo	QWEST CORPORATION	UT
WASHUTMA	Washington	QWEST CORPORATION	UT
WJRDUTMA	West Jordan	QWEST CORPORATION	UT

Appendix 2

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

CLLI	WCNAME	COMPANY	CLLI_ST
HLDYUTMA	Holladay	QWEST CORPORATION	UT
KRNSUTMA	Kearns	QWEST CORPORATION	UT
LYTNUTMA	Layton East	QWEST CORPORATION	UT
MRRYUTMA	Murray	QWEST CORPORATION	UT
OGDNUTMA	Ogden Main	QWEST CORPORATION	UT
OREMUTMA	Orem	QWEST CORPORATION	UT
PLGVUTMA	Pleasant Grove	QWEST CORPORATION	UT
SLKCUTSO	Slkc South	QWEST CORPORATION	UT
SLKCUTWE	Slkc West	QWEST CORPORATION	UT
WJRDUTMA	West Jordan	QWEST CORPORATION	UT

Appendix 3

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

WC	LUMEN_WIRE CENTERS	LEGACY_COMPANY	STATE
ALTAUTMA	ALTAUTMA	Qwest	UT
BGCYUTMA	BGCYUTMA	Qwest	UT
BNTFUTMA	BNTFUTMA	Qwest	UT
CLFDUTMA	CLFDUTMA	Qwest	UT
CRNNUTMA	CRNNUTMA	Qwest	UT
CTWDUTMA	CTWDUTMA	Qwest	UT
DRPRUTMA	DRPRUTMA	Qwest	UT
FRTNUTMA	FRTNUTMA	Qwest	UT
GTVLUTMA	GTVLUTMA	Qwest	UT
HBCYUTMA	HBCYUTMA	Qwest	UT
HLDYUTMA	HLDYUTMA	Qwest	UT
HRCNUTMA	HRCNUTMA	Qwest	UT
HYRMUTMA	HYRMUTMA	Qwest	UT
KRNSUTMA	KRNSUTMA	Qwest	UT
KYVLUTMA	KYVLUTMA	Qwest	UT
LEDSUTMA	LEDSUTMA	Qwest	UT
LEHIUTMA	LEHIUTMA	Qwest	UT
LOGNUTMA	LOGNUTMA	Qwest	UT
LYTNUTMA	LYTNUTMA	Qwest	UT
MAGNUTNM	MAGNUTNM	Qwest	UT
MDVAUTMA	MDVAUTMA	Qwest	UT
MONRUTMA	MONRUTMA	Qwest	UT
MRGNUTMA	MRGNUTMA	Qwest	UT
MTGNUTMA	MTGNUTMA	Qwest	UT
NSLKUTMA	NSLKUTMA	Qwest	UT
OGDNUTNO	OGDNUTNO	Qwest	UT
OGDNUTSO	OGDNUTSO	Qwest	UT
OGDNUTWE	OGDNUTWE	Qwest	UT
PLGVUTMA	PLGVUTMA	Qwest	UT
PRCYUTMA	PRCYUTMA	Qwest	UT
PYSNUTMA	PYSNUTMA	Qwest	UT
RCFDUTMA	RCFDUTMA	Qwest	UT
RCMDUTMA	RCMDUTMA	Qwest	UT
ROY UTMA	ROY UTMA	Qwest	UT
RVTNUTMA	RVTNUTMA	Qwest	UT
SALMUTMA	SALMUTMA	Qwest	UT
SALNUTMA	SALNUTMA	Qwest	UT

SMFDUTMA	SMFDUTMA	Qwest	UT
SNTQUTMA	SNTQUTMA	Qwest	UT
SPFKUTMA	SPFKUTMA	Qwest	UT
SPVLUTMA	SPVLUTMA	Qwest	UT
STGRUTMA	STGRUTMA	Qwest	UT
TOOLUTMA	TOOLUTMA	Qwest	UT
VEYOUTMA	VEYOUTMA	Qwest	UT
WASHUTMA	WASHUTMA	Qwest	UT
WJRDUTMA	WJRDUTMA	Qwest	UT