

February 1, 2024

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. 06-049-86** 

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

MCImetro Access Transmission

Services LLC

Cageless Collocation Bay Procurement Amendment to the Interconnection

Agreement between Qwest Corporation dba CenturyLink QC and MCImetro Access Transmission Services 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

Draine Bathel

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 Owest Corporation :

dba CenturyLink QC and MCImetro : AMENDMENT TO

Access Transmission Services 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 Cageless Collocation Bay Procurement Amendment to the Interconnection Agreement entered into by CenturyLink and MCImetro Access Transmission Services LLC ("MCImetro") for approval by the Commission. The Interconnection Agreement between CenturyLink and MCImetro was deemed approved by the Commission on January 8, 2007 in Docket No. 06-049-86. The Interconnection Agreement is hereby amended by adding terms, conditions and rates for Cageless Collocation Bay Procurement as set forth in Attachment 1 and Exhibit A to this Amendment.

Dated this 1st day of February, 2024.

CENTURYLINK

By:\_\_\_\_\_\_\_OV Dan #22206

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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 1st day of February, 2024 on the following person at the email address shown below:

Daniel J. Higgins AVP Carrier Management Daniel.higgins@verizon.com

Dianne Barthel

Draine Barthel

# Cageless Collocation Bay Procurement Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and MCImetro Access Transmission Services 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 MCImetro Access Transmission Services LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

#### RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") which was approved by the Commission on January 08, 2007; and

WHEREAS, the Parties wish 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, conditions and rates for Cageless Collocation Bay Procurement as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

#### **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; 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.

LLC	Qwest Corporation dba CenturyLink QC
Daniel Higgins Daniel Higgins (Jan 11, 2024 17:16 EST)	Kimberly O. Povisk Kimberly J. Povisk (Jay 12, 2024 06:06 CST)
Signature	Signature
Daniel Higgins	Kimberly J. Povirk
Name Printed/Typed	Name Printed/Typed
Sr. Director – Carrier Management	Sr. Dir. Bus. Ops Wholesale Sales
Title	Title
Jan 11, 2024	Jan 12, 2024
Date	Date

#### ATTACHMENT 1

# **Cageless Collocation Bay Procurement**

### 1. Terms and Conditions For Cageless Collocation Bay Procurement

- 1.1 To receive this option, CLEC must execute and submit this Amendment to CenturyLink, and CLEC must either: (1) have previously executed and submitted to CenturyLink an Interconnection Agreement containing all of the terms and rates for Cageless Collocation; or (2) execute and submit an Amendment with the Cageless Collocation terms and rates concurrent with the submission of this executed Amendment.
- 1.2 This amendment allows CLEC to request CenturyLink to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide CenturyLink with all bay specifications needed to procure the proper bay.
- 1.3 Upon receipt of a complete Collocation Application where the CLEC has requested that CenturyLink procure and install the Cageless bay infrastructure, CenturyLink will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, CenturyLink will contact CLEC with any questions.
- 1.4 If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.
- 1.5 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.
- 1.6 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, CenturyLink will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in the CLECs Interconnection Agreement.
- 1.7 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables). CLEC must file a MOP (Method of Procedure) with the Central Office Supervisor so that CenturyLink can remove the fuses prior to the CLEC removing any equipment or power cabling. If CLEC does not remove its equipment within thirty (30) Days of CenturyLink's acceptance of the Collocation Decommission Application, CenturyLink will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and CenturyLink determines that the equipment has been abandoned, CenturyLink will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated

with the removal by CenturyLink of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will indemnify and hold CenturyLink harmless from the failure to return any such equipment, property or other items and from any damaged caused as a result of the removal, storage or disposition of any such abandoned equipment.

- **2. Rate Elements.** The following rate elements apply to this Equipment Bay procurement and installation product offering:
- 2.1 Equipment Bay. Provides mounting space for CLEC collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.
- 2.1 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the equipment described in 2.1 above. Spacer will be procured based on customer requested width and to match existing office environment height.

Select the appropriate type of contract below. For cost docket changes, leave blank:  Amendment						EAS / Local Traffic Reciprocal Compensation				N. a				
							Bill and Keep				Notes			
Exhibit A - 7/1/2023 Utah							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC		
8.0	Colloca	ation												
		Canalass	s Physical C	ollocation										
	0.0	8.3.1		nd Engineering										
		10.0.1	8.3.1.1	Quote Prepara	ation Fee						\$0.00			D
	<u> </u>	8.3.2			te Preparation (4	5-day)					ψ0.00			
		0.0.2	8.3.2.1	Intentionally L		o day)								
		1	8.3.2.2		uction for 2 Bays				\$6.90		\$3,722.45	D		D
			8.3.2.3	Engineering	30.1011 101 <u>2 Bujo</u>				ψ0.00		\$6,336.71			D
		1	8.3.2.4	Cable Racking	1				\$6.38		\$3,441.24	D		D
			8.3.2.5	Each Addition					\$5.21		\$2,810.22	D		D
			8.3.2.6	Adjustment to use a Single Bay - Change to Standard Design					(\$5.21)		(\$2,810.22)	1		1
			8.3.2.7	-48 Volt DC Power Cable, per Feed					(+5:=:/		(4=,0:0==)			
				8.3.2.7.1					\$8.20		\$4,426.35	D		D
				8.3.2.7.2	30 Amp Power	Feed			\$9.36		\$5,048.37	D		D
				8.3.2.7.3	40 Amp Power				\$11.56		\$6,128.12	D		D
				8.3.2.7.4	60 Amp Power	Feed			\$14.87		\$8,025,11	D		D
				8.3.2.7.5	100 Amp Powe	r Feed			\$36.06		\$19,457.53	1		1
				8.3.2.7.6	200 Amp Powe	r Feed			\$68.30		\$36,851.10	1		1
				8.3.2.7.7	300 Amp Powe	r Feed			\$111.77		\$60,306.77	1		1
				8.3.2.7.8	400 Amp Powe	r Feed			\$159.69		\$86,162.16	1		1
			8.3.2.8	Intentionally Left Blank										
			8.3.2.9	Cageless Bay Fees										
				8.3.2.9.1 Bay, per Bay							\$2064.86			1
				8.3.2.9.2	2.5 Inch Space	r Fee, per Spacer					\$272.63			1
				8.3.2.9.3 5 Inch Spacer Fee, per Spacer							\$286.46			1
		8.3.3	Floor Space	e Lease, per So	Lease, per Square Foot				\$2.89			D		
NOTES:								•						
	D Cost Docket 00-049-106 (Collocation) Effective 7/10/02													
	1	Rates no	t addressed i	in Cost Docket. (estimated TELRIC)										