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2020 MAY 19 AM 10:22

IDAHO PUBLIC
UTILITIES COMMISSION

May 18, 2020

Via Email

Ms. Diane Hanian, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
Diane.hanian@puc.idaho.gov

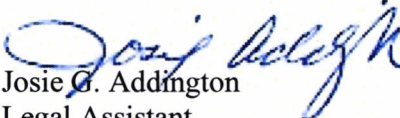
CGS-T-20-02 // CEN-T-20-02
Re: Case Nos.: ~~CGS-T-18-02~~ and ~~CEN-T-18-02~~
Application for Approval of Amendment to Resale Agreement

Dear Ms. Hanian:

Enclosed for filing is an Application for Approval of Amendment to Resale Agreement along with the Resale Forbearance Amendment to the Resale Agreement between CenturyTel of the Gem State, Inc. dba CenturyLink; CenturyTel of Idaho, Inc. dba CenturyLink and BullsEye Telecom, Inc. for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact Maura Reynolds, Regulatory Paralegal, at (206) 733-5178 should you have any questions regarding this submission. Thank you for your assistance in this matter.

Sincerely,


Josie G. Addington
Legal Assistant

Enclosure(s)
cc: Service List

1600 7th Avenue, Room 1506
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josie.addington@centurylink.com

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RECEIVED
2020 MAY 19 AM 10:24
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYTEL OF THE GEM STATE, INC. DBA CENTURYLINK FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH BULLSEYE TELECOM, INC. PURSUANT TO 47 U.S.C. §252(e)

²⁰⁻⁰²
CASE NO.: CGS-T-18-02

APPLICATION OF CENTURYTEL OF IDAHO, INC. DBA CENTURYLINK FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH BULLSEYE TELECOM, INC. PURSUANT TO 47 U.S.C. §252(e)

²⁰⁻⁰²
CASE NO.: CEN-T-18-02

APPLICATION FOR APPROVAL OF AMENDMENT TO RESALE AGREEMENT

CenturyTel of the Gem State dba CenturyLink and CenturyTel of Idaho, Inc. dba CenturyLink (individually and collectively “CenturyLink”) hereby file this Application for Approval of Amendment to the Resale Agreement. The Resale Agreement was approved by the Idaho Public Utilities Commission on August 7, 2018 under Order No. 34122 (the “Agreement”). The Resale Forbearance Amendment to the Resale Agreement (“Amendment”) between CenturyLink and BullsEye Telecom, Inc. (“BullsEye”) is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

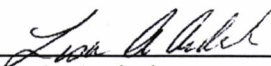
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expedious approval of this Amendment will enable BullsEye to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedious approval would further the public interest.

Respectfully submitted this 18th day of May, 2020.

CENTURYLINK



Lisa A. Anderl
Attorney for **CenturyTel of the Gem State, Inc.**
dba CenturyLink and CenturyTel of Idaho, Inc.
dba CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of May, 2020, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Diane Hanian, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
Diane.Hanian@puc.idaho.gov

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Thomas F. Tisko, President & CEO
BullsEye Telecom, Inc.
ttisko@bullseyetelecom.com

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Josie Addington

**Resale Forbearance Amendment
to the Resale Agreement between
CenturyTel of the Gem State, Inc. d/b/a CenturyLink;
CenturyTel of Idaho, Inc. d/b/a CenturyLink
and
BullsEye Telecom, Inc.
for the State of Idaho**

This Amendment to the Resale Agreement ("Agreement") is entered into by and between CenturyTel of the Gem State, Inc. d/b/a CenturyLink, CenturyTel of Idaho, Inc. d/b/a CenturyLink ("CenturyLink"), and BullsEye Telecom, Inc. ("CLEC"), in its capacity as a certified provider of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Parties entered into a Resale Agreement ("Agreement") for service in the state of Idaho which was approved by the Commission on August 22, 2018; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order"), which became effective upon release; and

WHEREAS, the Parties agree that the Forbearance Order is a change in Applicable Law that, pursuant to the terms of the Agreement, may be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance 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 for Resale as set forth in attachments and Table 1 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. To accommodate this need, CLEC must generate, if necessary, an updated CLEC Checklist. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, 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.

BullsEye Telecom, Inc.

**CenturyTel of the Gem State, Inc. d/b/a
CenturyLink;
CenturyTel of Idaho, Inc. d/b/a
CenturyLink**

Thomas F. Tisko
Thomas F. Tisko (Mar 19, 2020)

Kimberly J. Povirk
Kimberly J. Povirk (Mar 19, 2020)

Signature

Signature

Thomas F. Tisko
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

President and CEO
Title
Mar 19, 2020
Date

Sr. Dir. Bus. Ops Wholesale Sales
Title
Mar 19, 2020
Date

ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Order, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement is altered as follows:
 - a. **Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
 - b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any Order for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
 - i. For any services procured for resale under the terms of the Agreement ("Existing Resale Services") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Table 1 of the Agreement.
 - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
 - iii. CLEC agrees that it will no longer submit any Order for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further Order for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff. CenturyLink may request CLEC put something in the Remarks section on the LSR when submitting resold orders after February 2, 2020.
 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, CenturyLink may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.
 2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered

("Resale True-Up Bill") removing the discount for such services and billing under the Tariffs at full tariffed prices. CLEC agrees not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.

- c. **After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs.

Table 1 - Rates

KEY CODES		CenturyTel - Idaho	February 2020	
MRC	NRC	Resale Elements		
		Account Establishment Charge (*A, *B)	MRC	NRC
		Account Establishment		\$0.00
		Customer Record Search Charges (*A, *B)	MRC	NRC
		Customer Record Search - Manual		\$11.67
		Customer Record Search - Electronic		\$0.00
		Resale Discounts (*A, *B)	MRC	NRC
		Resale Discount	15.86%	
		Usage File Charges (*A, *B)	MRC	NRC
		Message Provisioning, per message	\$0.000581	
		Data Transmission, per message	\$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		Other Charges (*A, *B)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		UNE Loop, Tag & Label / Resale Tag & Label (*A, *B)	MRC	NRC
10005		Tag and Label on a reinstall loop or an existing loop or resale		\$13.07
		Directory Services (*A, *B)	MRC	NRC
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional) Galley		\$150.00
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$0.00	