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IDAHO PUBLIC
UTILITIES COMMISSION

August 1, 2022

Via Email Submission
secretary@puc.idaho.gov

Ms. Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. 8, Ste. 201-A
Boise, ID 83714

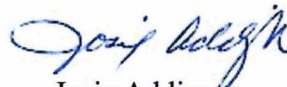
Re: Case No.: QWE-T-22-08
Application for Approval of Amendment to Interconnection Agreement

Dear Ms. Noriyuki:

Attached for filing are an Application for Approval of Amendment to Interconnection Agreement along with the Batch Hot Cut Removal Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and ACN Communication Services, LLC for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please feel free to contact me with any questions regarding this submission. Thank you for your assistance in this matter.

Sincerely,



Josie Addington
Legal Assistant

Attachments
cc: Service List

William E. Hendricks, III (WSBA#29786)
Lumen
902 Wasco Street
Hood River, OR 97031
541-387-9439
Tre.hendricks@lumen.com

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST CORPORATION DBA
CENTURYLINK QC FOR APPROVAL OF AN
AMENDMENT TO INTERCONNECTION
AGREEMENT WITH ACN COMMUNICATION
SERVICES, LLC PURSUANT TO 47 U.S.C.
§252(e)**

CASE NO.:

**APPLICATION FOR APPROVAL OF
AMENDMENT TO INTERCONNECTION
AGREEMENT**

Qwest Corporation dba CenturyLink QC (“CenturyLink”) hereby files this Application for Approval of Amendment to the Interconnection Agreement. The Interconnection Agreement was approved by the Idaho Public Utilities Commission on November 17, 2003 under Order No. 29380 (the “Agreement”). The Batch Hot Cut Removal Amendment (“Amendment”) between CenturyLink and ACN Communication Services, LLC (“ACN Communication Services”) 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. Expeditious approval of this Amendment will enable ACN Communication Services 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. Expeditious approval would further the public interest.

Respectfully submitted this 1st day of August, 2022.

CENTURYLINK



William E. Hendricks, III
Attorney for **Qwest Corporation dba
CenturyLink QC**

CERTIFICATE OF SERVICE

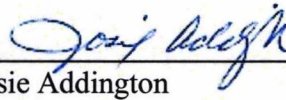
I hereby certify that on this 1st day of August, 2022, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jan Noriyuki, Secretary
Idaho Public Utilities Commission

Via Email:
secretary@puc.idaho.gov

Dave Stevanovski, President
ACN Communication Services, LLC

Via Email:
david@acninc.com



Josie Addington

**Batch Hot Cut Removal Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
ACN Communication Services, LLC
for the State of Idaho**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and ACN Communication Services, 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 Idaho which was approved by the Commission on November 17, 2003;

WHEREAS, 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 removing terms, conditions and rates for Batch Hot Cut as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

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. 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.

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.

ACN Communication Services, LLC

Qwest Corporation dba CenturyLink QC

dave stevanovski
dave stevanovski (Sep 7, 2021 10:31 EDT)

Kimberly J. Povirk
Kimberly J. Povirk (Sep 7, 2021 10:06 CDT)

Signature

Signature

Dave Stevanovski
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

President
Title

Sr. Dir. Bus. Ops Wholesale Sales
Title

Sep 7, 2021
Date

Sep 7, 2021
Date

ATTACHMENT 1

The Batch Hot Cut is removed in its entirety from the existing Interconnection Agreement and is replaced by the following:

The Parties have rates and terms in the ICAs regarding the Batch Hot Cut. The Parties further agree in this Amendment that any such rates and terms will be ineffective, pursuant to the CMP-CR-PC112619-1 notice provided by CenturyLink and have no further requirements as of the Effective Date of this Amendment.