# RECEIVED



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IDAHO PUBLIC October 18, 2022 UTILITIES COMMISSION

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- 22-15

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 Unbundled Network Elements (UNEs) – Resale Forbearance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Granite Telecommunications, 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

RECEIVED

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

2022 OCT 18 PM 3: 52

IDAHO PUBLIC
UTILITIES COMMISSION

# BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF QWEST CORPORATION DBA CENTURYLINK QC FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH GRANITE TELECOMMUNICATIONS, LLC PURSUANT TO 47 U.S.C. §252(e) CASE NO .: QWE-T- 22-15

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 February 26, 2004 under Order No. 29433 (the "Agreement"). The Unbundled Network Elements (UNEs) – Resale Forbearance Amendment ("Amendment") between CenturyLink and Granite Telecommunications, LLC ("Granite Telecommunications") 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 Granite

Telecommunications 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 <u>18<sup>th</sup></u> day of October, 2022.

**CENTURYLINK** 

William E. Hendricks, III

Attorney for Qwest Corporation dba

CenturyLink QC

# **CERTIFICATE OF SERVICE**

I hereby certify that on this <u>18<sup>th</sup></u> day of October, 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

Via Email:

Idaho Public Utilities Commission

secretary@puc.idaho.gov

Granite Telecommunications, LLC

Via Email:

Michael B. Galvin, Chief Administrative Officer mgalvin@granitenet.com

# Unbundled Network Elements (UNEs) - Resale Forbearance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Granite Telecommunications, 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, Granite Telecommunications, 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 February 26, 2004; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, "FCC" or "Commission") released 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"), which became effective upon release; 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 (together, with the UNE Transport Order, collectively referred to as the "Forbearance Orders"); and

WHEREAS, the Parties agree that the Forbearance Orders are changes 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 Forbearance Orders 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.

# <u>AGREEMENT</u>

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 Unbundled Network Elements (UNEs) and Resale 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. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. 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.

Granite Telecommunications, LLC	Qwest Corporation dba CenturyLink Q				
Michael Galvin Michael Galvin (Sep 16, 7) 2 08:55 EDT)	Kimberly J. Povirk Kimberly J. Povirk (Sep 16, 2022 08:10 CDT)				
Signature	Signature				
Michael B. Galvin Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed				
Chief Administrative Officer Title Sep 16, 2022	Sr. Dir. Bus. Ops Wholesale Sales Title Sep 16, 2022				
Date	Date				

#### **ATTACHMENT 1**

- 1. Resale Provisions Pursuant to the Forbearance Orders, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to Sections 6, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement are 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 orders 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 Exhibit A 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 orders 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 orders 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.
      - In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, 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.
      - 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.
- 2. UNE Analog Loops Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Analog Unbundled Loops, as defined in Section 9.2.2 provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in Section 9.3.2.1.1 of the Agreement (together, referred to as "Analog Unbundled Loops") are 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 Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
  - **b.** February 2, 2020 to August 2, 2022 After February 2, 2020, CLEC cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
    - i. For any Unbundled Analog Loops procured under the terms of the Agreement ("Existing Analog Loops") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of the Agreement.
    - ii. CLEC cannot make any changes to such Existing Analog Loops, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Analog Loops the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
    - iii. CLEC agrees that it will no longer submit any orders for Unbundled Analog Loops under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the responsibility of the CLEC to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
      - In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order Analog Unbundled Loops under the terms of the Agreement.
      - Should such instances occur, the Parties further agree that CenturyLink will request CLEC to disconnect such services and order them as new by ordering the Special Access service under

the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered ("Analog Loop True-Up Bill"). CLEC agrees not to contest such Analog Loop True-Up Bills unless such billing is not consistent with the applicable Tariff.

- iv. CLEC agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
- c. After August 2, 2022 The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or converting them to a service under the applicable Tariffs. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion. As Line Splitting and Loop Splitting are not available service under CenturyLink's Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.
- d. Alternative Analog Unbundled Loops Commercial Arrangements The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the Parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.
- e. UNE Combinations Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
- 3. UNE Transport Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport ("UDIT"), as provided in Section 9.6.1.1 of the Agreement and Enhanced Extended Loop ("EEL"), as provided in Section 9.23.3.7 of the Agreement (together, referred to as "UNE Transport") are altered as follows:
  - a. Effective Date to January 12, 2020 During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition,

- CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.
- b. January 12, 2020 to July 12, 2022 After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <a href="http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F">http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F</a> to this Amendment ("Forbearance UNE Transport"). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
  - i. For any Forbearance UNE Transport procured under the terms of the Agreement ("Existing Forbearance UNE Transport") on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of the Agreement.
  - ii. CLEC cannot make any changes to such Existing UNE Transport, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing UNE Transport the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    - In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
    - 2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered ("UNE Transport True-Up Bill"). CLEC agrees not to contest such UNE Transport True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After July 12, 2022 The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to Special Access service under the applicable Tariffs. For any Forbearance UNE Transport in place as of July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance

- UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion.
- d. Alternative UNE Transport Commercial Arrangements The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.

Amendm				EAS / Local Traffic				Note			
	Amendment			Bill and Keep		· ·	Notes				
				Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile			
Resale				Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges					
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6.1 Whole	Southern				-				+		
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	6.1.1.2		e Business Line Service	18.25%		18.25%			В.		
	6.1.1.3	IntraLATA Toll		18.25%		18.25%			B,		
	6.1.1.4		cial Services (e.g., Centrex, Discounted Line/Feature	18.25%		18.25%			B,		
	6.1.1.5		eatures & Information Services	18.25%		18.25%	B, D, E		B,		
	6.1.1.6	Private Line		18.25%		18.25%	B, D, E	- 41	B,		
- '	6.1.1.7	Operator Servi	ces / Directory Assistance (OS/DA)	18.25%		18.25%	B, D, E		B,		
100	6.1.1.8		ged Services - High Volume Customers	6.65%	-	6.65%			B,		
	6.1.1.9		Line (PAL) Service	0.00%	Line of the last	0.00%	B, D, E		B,		
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	6.1.2.1		e Residential Line Service	19.37%		19.37%		1 1/1	B,		
	6.1.2.2		e Business Line Service / PBX	19.37%		19.37%		-	B,		
	6.1.2.3	IntraLATA Toll		19.37%		19.37%			B,		
	6.1.2.4		cial Services (e.g., Centrex, Discounted Line/Feature	19.37%			B, D, E		B,		
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6.2.3	6.2.2.2 CTC for A	Advanced Commu				\$33.50			В		
Unbundled No	6.2.2.2 CTC for A	Advanced Commu				\$33.50			В		
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Unbundled No.	6.2.2.2 CTC for A etwork Eleme	Advanced Commu	nications Services, per Circuit			\$33.50 \$46.81			В		
Unbundled No.	6.2.2.2 CTC for A etwork Eleme andled Loops Analog Lo	ents (UNEs)	nications Services, per Circuit	\$15.65		\$33.50 \$46.81			В		
Unbundled No.	6.2.2.2 CTC for A etwork Eleme andled Loops Analog Lo	opps 2-Wire Voice ( 9.2.1.1.1  9.2.1.1.2	Grade Loop Zone 1 Zone 2	\$23.76		\$33.50 \$46.81	D, E, ##		В		
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9.2 Unbu 9.2.1	6.2.2.2 CTC for A etwork Eleme Indled Loops Analog Lo 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required.	oops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Le 4-Wire Voice (9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f	Strade Loop Zone 1 Zone 2 Zone 3 Strade Loop Zone 1 Zone 2 Zone 3 Strade Loop Zone 1 Zone 2 Zone 3 Or 2 & 4-Wire Analog Loops where conditioning is not	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47		\$33.50 \$46.81	D, E, ## D, E, ## D, E, ## D, E, ##		B		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A etwork Eleme Indied Loops Analog Lo 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst	pops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let (4-Wire Voice (9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f	Strade Loop Zone 1 Zone 2 Zone 3 Strade Loop Zone 1 Zone 2 Zone 3 Strade Loop Zone 1 Zone 2 Zone 3 Or 2 & 4-Wire Analog Loops where conditioning is not	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4	D, E, ##		BBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A etwork Eleme Indled Loops Analog Lo 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required.	pops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1 9.2.1.3.1 9.2.1.3.3 allation Charges f Basic Installati	Grade Loop Zone 1 Zone 2 Zone 3 fft Blank Grade Loop Zone 1 Zone 2 Zone 3 or 2 & 4-Wire Analog Loops where conditioning is not	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81	D, E, ##		BBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A etwork Eleme Indled Loops Analog Lo 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required.	pops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1 9.2.1.3.1 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1	Grade Loop  Zone 1  Zone 2  Zone 3  St Blank  Strade Loop  Zone 1  Zone 2  Zone 3  St Blank  Strade Loop  Zone 1  Zone 2  Zone 3  Tone 4  Zone 2  Zone 3  Tone 4  Zone 5  Tone 6  First  Each Additional	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4	D, E, ##		BBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  etwork Eleme Analog Lo 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1	pops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1 9.2.1.3.1 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1	Grade Loop  Zone 1  Zone 2  Zone 3  St Blank  Grade Loop  Zone 1  Zone 2  Zone 3  St One 2  Zone 3  Tone 4  Tone 5  Tone 5  Tone 6  Tone 7  To	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4	D, E, ##		BBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  etwork Eleme Analog Lo 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1	cops 2-Wire Voice ( 9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice ( 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1 9.2.4.1.2 Basic Installati	Frade Loop  Zone 1  Zone 2  Zone 3  eff Blank  Frade Loop  Zone 1  Zone 2  Zone 3  off Slank  Frade Loop  First  Each Additional  on with Performance Testing	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07	D, E, ##		BBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  etwork Eleme Analog Lo 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1	pops 2-Wire Voice (9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1 9.2.4.2.2 Coordinated In	Strade Loop  Zone 1  Zone 2  Zone 3  St Blank Strade Loop  Zone 1  Zone 2  Zone 3  St Blank Strade Loop  Zone 1  Zone 2  Zone 3  Tone 2  Zone 3  Tone 2  Zone 3  Tone 2  Zone 3  Tone 3  Tone 3  Tone 3  Tone 4  Tone 5  Tone 6  Tone 7  Tone	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07	D, E, ##		BBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme Indied Loops Analog Lc 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1	pops 2-Wire Voice (9.2.1.1.1) 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.2 9.2.1.3.1 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1 9.2.4.1.2 Basic Installati 9.2.4.2.1 9.2.4.2.2 Coordinated In 9.2.4.3.1	First Each Additional on with Performance Testing First Each Additional stallation with Cooperative Testing / Project Coordinated First Fi	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99	D, E, ## D, E, ## D, E, ## D, E, ##		B B B		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A stwork Eleme Indled Loops Analog LC 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required. 9.2.4.1 9.2.4.2	ops 2-Wire Voice ( 9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice ( 9.2.1.3.1 9.2.1.3.2 9.2.1.3.2 9.2.1.3.3 allation Charges f 9.2.4.1.1 9.2.4.1.2 Basic Installati 9.2.4.2.1 9.2.4.2.1 9.2.4.2.1 9.2.4.2.1 9.2.4.3.1 9.2.4.3.1	First Each Additional	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A A		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme Indied Loops Analog Lc 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1	ops 2-Wire Voice ( 9.2.1.1.1 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice ( 9.2.1.3.1 9.2.1.3.2 9.2.1.3.2 9.2.1.3.3 allation Charges f 9.2.4.1.1 9.2.4.1.2 Basic Installati 9.2.4.2.1 9.2.4.2.1 9.2.4.2.1 9.2.4.2.1 9.2.4.3.1 9.2.4.3.1	First Each Additional on with Performance Testing First Each Additional stallation with Cooperative Testing / Project Coordinated First Fi	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A A		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A stwork Eleme Indled Loops Analog LC 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required. 9.2.4.1 9.2.4.2	2-Wire Voice (19.2.1.1.1.3	First Each Additional	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99	D, E, ## D, E, ## D, E, ## D, E, ##		A A A D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A stwork Eleme Indled Loops Analog LC 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required. 9.2.4.1 9.2.4.2	pops  2-Wire Voice (19.2.1.1.1) 9.2.1.1.2 9.2.1.1.3 Intentionally Le 4-Wire Voice (19.2.1.3.1) 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 alliation Charges f Basic Installati 9.2.4.1.1 9.2.4.1.2 Basic Installati 9.2.4.2.1 9.2.4.2.1 9.2.4.3.1 9.2.4.3.1 9.2.4.3.1 9.2.4.3.1 9.2.4.3.1	Practions Services, per Circuit  Grade Loop  Zone 1  Zone 2  Zone 3  Ift Blank  Frade Loop  Zone 1  Zone 2  Zone 3  One 1  Zone 1  Zone 2  Zone 3  One 1  Zone 2  Zone 3  One 1  Zone 3  First  Each Additional  On with Performance Testing  First  Each Additional  stallation with Cooperative Testing / Project Coordinated  First  Each Additional  stallation without Cooperative Testing / Project Coordinated	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A D D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme  Indied Loops Analog Lo 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1  9.2.4.2  9.2.4.3	pops 2-Wire Voice (9.2.1.1.1) 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1) 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1 9.2.4.2.2 Coordinated In 9.2.4.3.2 Coordinated In 19.2.4.3.2 Coordinated In 19.2.4.3.1 9.2.4.3.1 9.2.4.4.1 9.2.4.4.1	orade Loop Zone 1 Zone 2 Zone 3 stt Blank brade Loop Zone 1 Zone 2 Zone 3 or 2 & 4-Wire Analog Loops where conditioning is not  con First Each Additional stallation with Cooperative Testing / Project Coordinated First Each Additional stallation without Cooperative Testing / Project Coordinated First Each Additional stallation without Cooperative Testing / Project Coordinated First Each Additional	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 Since 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A D D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A stwork Eleme Indled Loops Analog LC 9.2.1.1 9.2.1.2 9.2.1.3 Loop Inst required. 9.2.4.1 9.2.4.2	pops 2-Wire Voice (9.2.1.1.1) 9.2.1.1.2 9.2.1.1.3 Intentionally Leady Vire Voice (9.2.1.3.1) 4-Wire Voice (9.2.1.3.2) 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f  Basic Installati 9.2.4.1.1 9.2.4.2.2 Basic Installati 9.2.4.2.1 9.2.4.2.2 Coordinated In 9.2.4.3.2 Coordinated In 19.2.4.3.2 Coordinated In 19.2.4.3.2 Basic Installati 9.2.4.4.1 9.2.4.4.2 Basic Installati	Grade Loop  Zone 1  Zone 2  Zone 3  St Blank  Grade Loop  Zone 1  Zone 2  Zone 3  Tone 3  Tone 2  Zone 3  Tone 3  Tone 3  Tone 4  Tone 5  Tone 6  Tirst  Tone 7  Tirst  Tone 7  Tirst	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A D D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme  Indied Loops Analog Lo 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1  9.2.4.2  9.2.4.3	pops 2-Wire Voice (9.2.1.1.1) 9.2.1.1.2 9.2.1.1.3 Intentionally Let 4-Wire Voice (9.2.1.3.1) 9.2.1.3.1 9.2.1.3.2 9.2.1.3.3 allation Charges f Basic Installati 9.2.4.1.1 9.2.4.2.2 Coordinated In 9.2.4.3.2 Coordinated In 19.2.4.3.2 Coordinated In 19.2.4.3.1 9.2.4.3.1 9.2.4.4.1 9.2.4.4.1	First Each Additional Services, per Circuit  First Each Additional Stallation with Cooperative Testing / Project Coordinated First Each Additional Stallation without Cooperative Testing / Project Coordinated First Each Additional Stallation with Cooperative Testing / Project Coordinated First Each Additional	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 Since 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A D D D D D D D D D D D D D D D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme Indied Loops Analog Lc 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1  9.2.4.2  9.2.4.3	2-Wire Voice (19.2.1.1.1	Parade Loop  Zone 1  Zone 2  Zone 3  Strade Loop  Zone 1  Zone 2  Zone 3  Strade Loop  Zone 1  Zone 2  Zone 3  Tone 2  Zone 3  Tone 2  Zone 3  Tone 1  Zone 2  Zone 3  Zone 3  Tone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 1  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 1  Zone 2  Zone 3  Zone 3  Zone 1  Zone 2  Zone 3  Zone 4  Zone 4  Zone 3  Zone 4	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09 \$59.81 \$53.32 \$142.10	D, E, ## D, E, ## D, E, ## D, E, ##		A A A A D D D D D D D D D D D D D D D D		
9.2 Unbu 9.2.1	6.2.2.2 CTC for A  ptwork Eleme Indied Loops Analog Lc 9.2.1.1  9.2.1.2  9.2.1.3  Loop Inst required. 9.2.4.1  9.2.4.2  9.2.4.3	Dops   2-Wire Voice (19.2.1.1.1   9.2.1.1.2   9.2.1.1.3	Parade Loop  Zone 1  Zone 2  Zone 3  Strade Loop  Zone 1  Zone 2  Zone 3  Strade Loop  Zone 1  Zone 2  Zone 3  Tone 2  Zone 3  Tone 2  Zone 3  Tone 1  Zone 2  Zone 3  Zone 3  Tone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 1  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 2  Zone 3  Zone 1  Zone 2  Zone 3  Zone 1  Zone 1  Zone 1  Zone 2  Zone 3  Zone 3  Zone 1  Zone 2  Zone 3  Zone 4  Zone 4  Zone 3  Zone 4	\$23.76 \$40.50 \$30.70 \$46.63 \$79.47 See 9.2.1 &		\$33.50 \$46.81 See 9.2.4 \$11.03 \$6.07 \$17.72 \$8.99 \$171.87 \$94.09 \$59.81 \$53.32 \$142.10	D, E, ## D, E, ## D, E, ## D, E, ##		B B B B B B B B B B B B B B B B B B B		

		9.3.1.3.1	Zone 1	\$11.00			D, E, ##		
		9.3.1.3.2	Zone 2	\$16.70			D, E, ##		
		9.3.1.3.3	Zone 3	\$27.57			D, E, 1		
2 4 2									+-
9.4 Shared 9.4.1	Intentionally	v Left Blank							+-
9.4.2	Line Splittin								+
- 102			on Charge for Line Splitting			\$33.79			D,
9.4.3	Loop Splittir	ng							
			on Charge for Loop Splitting			\$33.79			D,
9.4.4	OSS, per Li	ine, per Month		\$3.23			D, E, 1		
0.011	# 4 D - # t								+-
9.6 Unbund		(Recurring Fixed	ransport (UDIT)			\$241.74		-	B,
9.6.1	9.6.1.1	Over 0 to 8 Mil		\$24.67	\$0.29	φ241.74	B, D, E	B, D, E	В,
	9.6.1.2	Over 8 to 25 M		\$24.69	\$0.23		B, D, E	B, D, E	
	9.6.1.3	Over 25 to 50 I		\$24.86	\$0.15		B, D, E	B, D, E	
	9.6.1.4	Over 50 Miles		\$24.69	\$0.05		B, D, E	B, D, E	
9.6.2		(Recurring Fixed				\$284.52	-		B,
	9.6.2.1	Over 0 to 8 Mil		\$36.43	\$3.20		B, D, E	B, D, E	+-
	9.6.2.2	Over 8 to 25 M		\$37.26	\$3.19		B, D, E B, D, E	B, D, E	+
	9.6.2.3 9.6.2.4	Over 25 to 50 I	villes	\$39.12 \$37.77	\$1.81 \$0.78		B, D, E	B, D, E	+
9.6.3		(Recurring Fixed	& per Mile)	φ51.11	\$0.70	\$284.52	D, D, L	D, D, L	В,
0.0.0	9.6.3.1	Over 0 to 8 Mil		\$238.61	\$54.07	7201,02	B, D, E	B, D, E	1
	9.6.3.2	Over 8 to 25 M		\$242.03	\$16.78		B, D, E	B, D, E	
	9.6.3.3	Over 25 to 50 I	Miles	\$223.90	\$21.34		B, D, E	B, D, E	
	9.6.3.4	Over 50 Miles		\$235.64	\$14.83		B, D, E	B, D, E	
									-
	om binations	F-4	FF1.)						-
9.23.2		Extended Loop (	EEL) D 2-Wire Analog						+
	9.23.2.1	9.23.2.1.1	EEL 2-Wire Loop Installation						+
		9.23.2.1.1	9.23.2.1.1.1 First			\$245.11			D,
			9.23.2.1.1.2 Each Additional			\$182.97			D,
		9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)						
			9.23.2.1.2.1 Zone 1	\$15.65			D, E, 15		
			9.23.2.1.2.2 Zone 2	\$23.76			D, E, 15		
			9.23.2.1.2.3 Zone 3	\$40.50			D, E, 15		-
	9.23.2.2		0 4-Wire Analog						-
		9.23.2.2.1	EEL 4-Wire Loop Installation 9,23,2,2,1,1 First			6045.44			D,
	_		9.23.2.2.1.1 First 9.23.2.2.1.2 Each Additional			\$245.11 \$182.97		-	D,
	-	9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)			\$102.37			10,
		0.20.2.2.2	9.23.2.2.2.1 Zone 1	\$30.70			D, E, 15		T
			9.23.2.2.2.2 Zone 2	\$46.63			D, E, 15		
			9.23.2.2.2.3 Zone 3	\$79.47		7	D, E, 15		
	9.23.2.3	EEL Loop, DS			41.7				
		9.23.2.3.1	EEL DS1 Loop Installation						-
			9.23.2.3.1.1 First			\$300.49		-	D,
			9.23.2.3.1.2 Each Additional			\$225.39			D,
		9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)	606.40			D E 15	-	+
			9.23.2.3.2.1 Zone 1 9.23.2.3.2.2 Zone 2	\$86.48 \$86.46			D, E, 15 D, E, 15		+
			9.23.2.3.2.3 Zone 3	\$99.96			D, E, 15		+
	9.23.2.6	EEL Rearrange		400,00			_,_,,		
		9.23.2.6.1	DS0			\$130.83			D, I
		9.23.2.6.2	High Capacity			\$148.50	-		D, I
	9.23.2.8	EEL Multiplexin							-
		9.23.2.8.1	DS1 to DS0	\$263.86		\$246.92			D,
	0.00.00	9.23.2.8.2	DS3 to DS1	\$304.22		\$246.92	B, D, E		D,
	9.23.2.9	9.23.2.9.1	nel Performance DS0 Low Side Channelization	\$13,10			B, D, E		+
		9.23.2.9.1	DS1 / DS0 Low Side Channelization	\$7.47			B, D, E		+
		1-12-2-1-1		¥1.51			_,_,_		
9.25 Loop N	lux Combinat								
9.25.1		2-Wire Analog							
	9.25.1.1	LMC 2-Wire In				*****			+-
		9.25.1.1.1	First			\$225.67			D,
	0.05.1.0	9.25.1.1.2	Each Additional			\$148.96		-	D,
	9.25.1.2		Loop (see rates in 9.2.1.1)  Zone 1	\$15,65			D, E, 15		+
		9.25.1.2.1	Zone 1 Zone 2	\$15.65			D, E, 15	<b> </b>	+
		19 25 1 2 2	LONG L		-		D, E, 15	<del>                                     </del>	+
		9.25.1.2.2	Zone 3	340.501					
9.25.2	Loop Mux	9.25.1.2.3	Zone 3	\$40.50			D, L, 13		
9.25.2				\$40.50			D, L, 13		
9.25.2		9.25.1.2.3 4-Wire Analog LMC 4-Wire In 9.25.2.1.1	stallation First	\$40.50		\$225.67	D, L, 10		
9.25.2		9.25.1.2.3 4-Wire Analog LMC 4-Wire In 9.25.2.1.1 9.25.2.1.2	stallation First Each Additional	\$40.50		\$225.67 \$148.96	D, L, 13		
9.25.2		9.25.1.2.3 4-Wire Analog LMC 4-Wire In 9.25.2.1.1 9.25.2.1.2	stallation First	\$30.70			D, E, 15		D,

#### Exhibit A Idaho

			9.25.2.2.3	Zone 3	\$79.47		D, E, 15				
		10.3.2	Premium / Privacy Listings	,	General Exchange Tariff Rate, Less	General Exchange Tariff Rate, Less	D, E	D, E			
		-			Wholesale Discount	Wholesale Discount					
OTES	S:		•		-	*					
	В	Cost Doc	ket QWE-T-01-11 Order No.	29408 (January 5, 2004) rates effective Ja	nuary 5, 2004.						
	Б	The Federal Communications Commission (the, "FCC" or "Commission") released 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"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022, again  The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog									
	E										
	##	Second Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/7/02. Reductions reflected in the 7/10/02 Exhibit A.  TELRIC rates proposed in Cost Docket QWE-1-01-11 testimony filed on November 12, 2003. The case was bifurcated and the rates using this footnote are proposed in Phase 2 of the cost docket.									
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	12	Rates not addressed in Cost Docket (estimated TELRIC)									
	15	Rate was previously ordered for this element in a different section of Exhibit A.									