CenturyLink®
Jason D. Topp
Assistant General Counsel
(651) 312-5364

November 1, 2021

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and ACN Communication Services, LLC for the State of North Dakota

Dear Mr. Kahl:

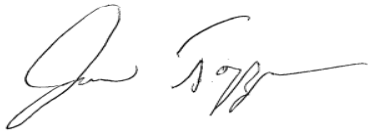
Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the FCC Modernizing Unbundling and Resale Requirements Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and ACN Communication Services, LLC for the State of North Dakota.

Contact information for ACN Communication Services, LLC is as follows:

Jeremy Smuckler
ACN Communication Services, Inc.
1000 Progress Place
Concord, NC 28025
(704) 260-3477
legalnotices@acninc.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,



Jason D. Topp

JDT/bardm
Enclosure
cc: Jeremy Smuckler (via email)

FCC Modernizing Unbundling and Resale Requirements Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
ACN Communication Services, LLC
for the State of North Dakota

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and ACN Communication Services, LLC successor-in-interest to ACN Communication Services, Inc. ("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 North Dakota which was approved by the Commission on June 9, 2004; 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 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.

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 1, 2021 11:40 EDT)	Kimberly J. Povirk Kimberly J. Povirk (Sep 1, 2021 11:02 CDT)
Signature	Signature
Dave Stevanovski Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed
President Title	Sr. Dir. Bus. Ops Wholesale Sales Title
Sep 1, 2021 Date	Sep 1, 2021 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, 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, 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 .

4. Operations Support Systems (OSS). CenturyLink is no longer required to offer OSS as an independent UNE nationwide, except where necessary to manage other UNEs, for interconnection, or for the number portability database, subject to the transition periods that apply to the corresponding UNEs.

Amendment						EAS / Local Traffic Reciprocal Compensation Bill and Keep			Notes		
						Recurring	Recurring Per Mile		REC	REC per Mile	NRC
	9.2	**Unbundled Loops**									
		9.2.3	Digital Capable Loops								
			9.2.3.1	Basic Rate ISDN / xDSL-I Capable				See 9.2.4			
				9.2.3.1.1	Zone 1	$14.53			C, G		
				9.2.3.1.2	Zone 2	$24.49			C, G		
				9.2.3.1.3	Zone 3	$55.47			C, G		
			9.2.3.3	DS1 Capable Loop				See 9.2.5			
				9.2.3.3.1	Zone 1	$74.88			C, G		
				9.2.3.3.2	Zone 2	$78.63			C, G		
				9.2.3.3.3	Zone 3	$83.57			C, G		
			9.2.3.4	DS3 Capable Loop				See 9.2.6			
				9.2.3.4.1	Zone 1	$748.54			C, G		
				9.2.3.4.2	Zone 2	$953.76			C, G		
				9.2.3.4.3	Zone 3	$1,009.89			C, G		
			9.2.3.6	2-Wire Extension Technology		$4.75			C, G		
			9.2.3.7	2-Wire Extension Technology Grooming		$1.61			C, G		
		9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
			9.2.5.1	Basic Installation							
				9.2.5.1.1	First			$124.61			C, G
				9.2.5.1.2	Each Additional			$78.01			C, G
			9.2.5.2	Basic Installation with Performance Testing							
				9.2.5.2.1	First			$207.62			C, G
				9.2.5.2.2	Each Additional			$146.05			C, G
			9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
				9.2.5.3.1	First			$248.42			C, G
				9.2.5.3.2	Each Additional			$146.04			C, G
			9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
				9.2.5.4.1	First			$115.22			C, G
				9.2.5.4.2	Each Additional			$83.36			C, G
			9.2.5.5	Basic Installation with Cooperative Testing							
				9.2.5.5.1	First			$212.82			C, G
				9.2.5.5.2	Each Additional			$146.40			C, G
		9.2.6	DS3 Loop Installation Charges			See 9.2.3.4					
			9.2.6.1	Basic Installation							
				9.2.6.1.1	First			$124.61			C, G
				9.2.6.1.2	Each Additional			$78.01			C, G
			9.2.6.2	Basic Installation with Performance Testing							
				9.2.6.2.1	First			$207.61			C, G
				9.2.6.2.2	Each Additional			$146.05			C, G
			9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
				9.2.6.3.1	First			$248.42			C, G
				9.2.6.3.2	Each Additional			$146.05			C, G
			9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
				9.2.6.4.1	First			$173.22			C, G
				9.2.6.4.2	Each Additional			$122.68			C, G
			9.2.6.5	Basic Installation with Cooperative Testing							
				9.2.6.5.1	First			$212.82			C, G
				9.2.6.5.2	Each Additional			$146.40			C, G
		9.2.7	Intentionally Left Blank								
		9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)					$37.47			C, G
	9.3	**Subloop**									
		9.3.5	MTE Terminal Subloop Access								
			9.3.5.1	Subloop MTE - POI Site Inventory, per Request				$113.17			C, G
			9.3.5.2	MTE - POI Rearrangement of Facilities				ICB			C, G, 3
			9.3.5.3	MTE - POI Construction of New SPOI		ICB			C, G, 3		
	9.5	**Network Interface Device (NID)**				$0.00		$52.98	C, G		C, G, 13
	9.6	**Unbundled Dedicated Interoffice Transport (UDIT)**									
		9.6.7	UDIT DS0 Channel Performance								
			9.6.7.1	DS0 Low Side Channelization		$12.56			C, G		
		9.6.11	UDIT Rearrangement								
			9.6.11.1	DS0, Single Office				$183.55			C, G
			9.6.11.2	DS0, Dual Office				$248.25			C, G
			9.6.11.3	High Capacity, Single Office				$248.25			C, G
			9.6.11.4	High Capacity, Dual Office				$277.03			C, G
		9.6.12	Private Line / Special Access to UDIT Conversion (as is)					$129.94			G, 1
	9.7	**Unbundled Dark Fiber (UDF)**									
		9.7.1	Initial Records Inquiry (IRI)								
			9.7.1.1	Simple				$160.33			C, G
			9.7.1.2	Complex				$190.29			C, G

		9.7.2	Field Verification and Quote Preparation (FVQP)						$929.54			C, G
		9.7.3	Engineering Verification						$304.32			C, G
		9.7.4	UDF Single Strand									
			9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) Single Strand								
				9.7.4.1.1	Order Charge, per First Strand / Route / Order				$432.07			C, G
				9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order				$172.68			C, G
				9.7.4.1.3	Fiber Transport, per Strand / Mile		$47.56			C, G		
				9.7.4.1.4	Termination, Fixed, per Strand / Office / Termination		$4.88			C, G		
				9.7.4.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects apply), per		$2.62		$12.73	C, G		C, G
		9.7.5	UDF - per Pair									
			9.7.5.1	UDF Interoffice Facilities (UDF-IOF) - per Pair								
				9.7.5.1.1	Order Charge, per First Pair / Route / Order				$432.07			C, G
				9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order				$172.68			C, G
				9.7.5.1.3	Fiber Transport, per Pair / Mile		$61.83			C, G		
				9.7.5.1.4	Termination, Fixed, per Pair / Office / Termination		$10.44			C, G		
				9.7.5.1.5	Fiber Cross-Connect (Minimum of 2 Cross-Connects apply), per Pair		$5.24		$12.73	C, G		C, G
		9.7.6	Dark Fiber Splice						$656.12			C, G
		9.7.7	UDF MTE Subloop				ICB		ICB	G, 3		G, 3
	9.23	**UNE Combinations**										
			9.23.2.3	EEL Loop, DS1								
				9.23.2.3.1	EEL DS1 Loop Installation							
					9.23.2.3.1.1	First			$210.93			C, G
					9.23.2.3.1.2	Each Additional			$162.63			C, G
				9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)							
					9.23.2.3.2.1	Zone 1	$74.88			G, 11		
					9.23.2.3.2.2	Zone 2	$78.63			G, 11		
					9.23.2.3.2.3	Zone 3	$83.57			G, 11		
			9.23.2.4	EEL Loop, DS3								
				9.23.2.4.1	EEL DS3 Loop Installation							
					9.23.2.4.1.1	First			$247.09			C, G
					9.23.2.4.1.2	Each Additional			$189.81			C, G
				9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)							
					9.23.2.4.2.1	Zone 1	$748.54			G, 11		
					9.23.2.4.2.2	Zone 2	$953.76			G, 11		
					9.23.2.4.2.3	Zone 3	$1,009.89			G, 11		
			9.23.2.5	Private Line / Special Access to EEL Conversion (as is)					$29.96			C, G
			9.23.2.6	EEL Rearrangement								
				9.23.2.6.1	DS0				$131.08			G, 1
				9.23.2.6.2	High Capacity				$148.78			G, 1
			9.23.2.7	EEL Transport								
				9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)							
					9.23.2.7.1.1	Over 0 to 8 Miles	$26.09	$0.09		G, 11	G, 11	
					9.23.2.7.1.2	Over 8 to 25 Miles	$26.09	$0.09		G, 11	G, 11	
					9.23.2.7.1.3	Over 25 to 50 Miles	$26.09	$0.11		G, 11	G, 11	
					9.23.2.7.1.4	Over 50 Miles	$25.60	$0.11		G, 11	G, 11	
				9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (see rates in 9.6.2)							
					9.23.2.7.2.1	Over 0 to 8 Miles	$34.12	$3.25		G, 11	G, 11	
					9.23.2.7.2.2	Over 8 to 25 Miles	$34.95	$3.28		G, 11	G, 11	
					9.23.2.7.2.3	Over 25 to 50 Miles	$36.80	$1.86		G, 11	G, 11	
					9.23.2.7.2.4	Over 50 Miles	$35.44	$0.79		G, 11	G, 11	
				9.23.2.7.3	DS3 (Recurring Fixed & per Mile) (see rates in 9.6.3)							
					9.23.2.7.3.1	Over 0 to 8 Miles	$421.97	$5.87		G, 11	G, 11	
					9.23.2.7.3.2	Over 8 to 25 Miles	$421.97	$5.87		G, 11	G, 11	
					9.23.2.7.3.3	Over 25 to 50 Miles	$421.97	$5.87		G, 11	G, 11	
					9.23.2.7.3.4	Over 50 Miles	$420.30	$24.40		G, 11	G, 11	
	9.25	**Loop Mux Combination (LMC)**										
		9.25.3	Loop Mux, DS1									
			9.25.3.1	LMC DS1 Loop Installation								
				9.25.3.1.1	First				$252.03			C, G
				9.25.3.1.2	Each Additional				$192.68			C, G
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)								
				9.25.3.2.1	Zone 1		$74.88			G, 11		
				9.25.3.2.2	Zone 2		$78.63			G, 11		
				9.25.3.2.3	Zone 3		$83.57			G, 11		
		9.25.4	Private Line / Special Access to LMC Conversion (as is)						$29.96			C, G
		9.25.5	DS0 Channel Performance (uses rate from 9.6.7.2)									
			9.25.5.2	DS1 / DS0 Low Side Channelization			$8.41			C, G		
		9.25.6	LMC Rearrangement									
			9.25.6.1	DS0					$131.08			G, 1
			9.25.6.2	High Capacity					$148.78			G, 1
NOTES:												
	C	Cost Docket Case No. PU-2342-01-296 effective 12/29/04.										

	G	The Federal Communications Commission ("FCC" or "Commission") released Order FCC 20-152 on October 28, 2020, 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, and altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNE DS1, DS3 and DSO Loops, Subloops, Network Interface Device (NID), Dark Fiber and the applicable forborne OSS services according to the terms of this UNE Modernization Forbearance Amendment. Any rate with this footnote is no longer applicable after the following transition periods, consistent with the terms of the above referenced amendment: 1) DS1- new orders not available after February 8, 2023; 2) DS3- new orders not available as of February 8, 2021; 3) DS0- new orders not available after February 8, 2023; 4) UNE Subloops and NIDs- new orders not available as of February 8, 2021; 5) Dark Fiber Transport- new orders not available as of February 8, 2021; and, 6) OSS- subject to the transition periods applicable to the corresponding UNEs. The wire center lists pertaining to this order can be found at: http://www.centurylink.com/wholesale/clec.html.		
	1	Rate not addressed in cost docket (estimated TELRIC)		
	3	ICB, Individual Case Basis.		
	11	Rate was previously ordered for this element in a different section of Exhibit A.		
	13	The NID charge will only apply if (a) the CLEC requests replacement of the NID; (b) the CLEC has requested an upgrade or rearrangement of existing facilities for which replacement of the NID is necessary; or (c) the CLEC is using its own loop facilities and requests a NID for access to inside wiring at the customer		