CenturyLink®
Jason D. Topp
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October 20, 2023

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 Integra Telecom of North Dakota Inc. 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 Integra Telecom of North Dakota Inc. for the State of North Dakota.

Contact information for Integra Telecom of North Dakota Inc. is as follows:

Terry Causey
Integra Telecom of North Dakota Inc.
18110 SE 34th Street
Vancouver, WA 98683
(360) 558-4155
Terry.causey@zayo.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: Terry Causey (via email)

FCC Modernizing Unbundling and Resale Requirements Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Integra Telecom of North Dakota Inc.
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 Integra Telecom of North Dakota 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 January 28, 2000; 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, Exhibit A, and Appendices 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.

Integra Telecom of North Dakota Inc.	**Qwest Corporation dba CenturyLink QC**
Terry Causey Terry Causey (Sep 18, 2023 14:24 PDT)	Kimberly J. Povirk Kimberly J. Povirk (Sep 28, 2023 22:31 GMT+5.5)
Signature	Signature
Terry Causey Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed
Head of Voice Architecture & Engineering Title	Sr. Dir. Bus. Ops Wholesale Sales Title
Sep 18, 2023 Date	Sep 28, 2023 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, attached hereto as Appendix 1 to this Amendment, 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, attached hereto as Appendix 2 to this Amendment, 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, and attached hereto as Appendix 3 to this Amendment.

Appendix 1

Should a discrepancy exist between the wire center lists located on the website (http://www.centurylink.com/wholesale/clecs/nta.html) and this list, the website will govern.

CLLI	WC NAME	COMPANY	CLLI_ST
BSMRNDBC	Bismarck	QWEST CORPORATION	ND
CSLTNDBC	Casselton	QWEST CORPORATION	ND
FARGNDBC	Fargo-Moorhead	QWEST CORPORATION	ND
GDFRNDBC	Grand Forks	QWEST CORPORATION	ND
GFABNDBC	Emerado	QWEST CORPORATION	ND
GRNRNDBC	Gardner	QWEST CORPORATION	ND
HLBONDBC	Hillsboro	QWEST CORPORATION	ND
HTTNNDBC	Hatton	QWEST CORPORATION	ND
JMTWNDBC	Jamestown	QWEST CORPORATION	ND
KNDRNDBC	Kindred	QWEST CORPORATION	ND
LNRDNDMW	Leonard	QWEST CORPORATION	ND
LRMRNDBA	Larimore	QWEST CORPORATION	ND
MANVNDBC	Manvel	QWEST CORPORATION	ND
MNDNNDBA	Mandan	QWEST CORPORATION	ND
MYVLNDBC	Mayville	QWEST CORPORATION	ND
NWODNDBC	Northwood	QWEST CORPORATION	ND
RYNLNDBC	Reynolds	QWEST CORPORATION	ND
THSNNDBC	Thompson	QWEST CORPORATION	ND
VLCYNDBC	Valley City	QWEST CORPORATION	ND
WFRGNDBC	West Fargo	QWEST CORPORATION	ND
WHTNNDBC	Wahpeton-Breckenridge	QWEST CORPORATION	ND

Appendix 2

Should a discrepancy exist between the wire center lists located on the website (http://www.centurylink.com/wholesale/clecs/nta.html) and this list, the website will govern.

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Appendix 3

Should a discrepancy exist between the wire center lists located on the website (http://www.centurylink.com/wholesale/clecs/nta.html) and this list, the website will govern.

WC	LUMEN_WIRE CENTERS	LEGACY_COMPANY	STATE
BLFDNDBC	BLFDNDBC	Qwest	ND
BSMRNDBC	BSMRNDBC	Qwest	ND
CSLTNDBC	CSLTNDBC	Qwest	ND
DCSNNDBC	DCSNNDBC	Qwest	ND
GDFRNDBC	GDFRNDBC	Qwest	ND
GFABNDBC	GFABNDBC	Qwest	ND
GFTNNDBA	GFTNNDBA	Qwest	ND
HLBONDBC	HLBONDBC	Qwest	ND
HTTNNDBC	HTTNNDBC	Qwest	ND
JMTWNDBC	JMTWNDBC	Qwest	ND
KNDRNDBC	KNDRNDBC	Qwest	ND
LNRDNDMW	LNRDNDMW	Qwest	ND
LRMRNDBA	LRMRNDBA	Qwest	ND
MANVNDBC	MANVNDBC	Qwest	ND
MINTNDBA	MINTNDBA	Qwest	ND
MNDNNDBA	MNDNNDBA	Qwest	ND
MYVLNDBC	MYVLNDBC	Qwest	ND
NWODNDBC	NWODNDBC	Qwest	ND
RYNLNDBC	RYNLNDBC	Qwest	ND
THSNNDBC	THSNNDBC	Qwest	ND
WFRGNDBC	WFRGNDBC	Qwest	ND
WHTNNDBC	WHTNNDBC	Qwest	ND