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August 27, 2010

Chairman Mary W. Freeman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

filed electronically in docket office on 08/27/10
Docket No. 10-00171

Re: Master Resale Agreement between CenturyTel of Ooltewah-Collegedale, Inc.
d/b/a CenturyLink Ooltewah-Collegedale and The Telecommunications Division
of the Electric Power Board of Chattanooga d/b/a EPB Telecom - Amendment No.
1; Docket No. ~~07-00093~~

Dear Chairman Freeman:

Enclosed are an original and four (4) copies of Amendment No. 1 to the Master Resale Agreement between CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale and The Telecommunications Division of the Electric Power Board of Chattanooga d/b/a EPB Telecom ("EPB Telecom") to be filed in the above referenced docket. CenturyLink has already filed this document electronically and this letter is the required follow-up to that filing.

If you have any questions, please contact my assistant, Roberta Cooper at 850-599-1563.

Sincerely yours,

Jeanne W. Stockman

JWS:rc

Enclosures

cc: EPB Telecom
Pamela Wescott

AMENDMENT 1 TO THE AGREEMENT

BETWEEN

**THE TELECOMMUNICATIONS DIVISION OF THE ELECTRIC POWER
BOARD OF CHATTANOOGA D/B/A EPB TELECOM**

And

CENTURYTEL OF OOLTEWAH-COLLEGEDALE, INC., DBA CENTURYLINK

EFFECTIVE JULY 25, 2010

Pursuant to this Amendment, CenturyTel of Ooltewah-Collegedale, Inc., dba CenturyLink ("CenturyLink") and The Telecommunications Division of the Electric Power Board of Chattanooga dba EPB Telecom, ("EPB"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties approved by the Tennessee Regulatory Authority on May 24, 2007 ("Agreement").

WHEREAS, the Parties entered into the Agreement;

WHEREAS, the Parties desire to amend the Agreement to include the following provisions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The foregoing Recitals are incorporated by reference herein and each Party is entitled to rely on them for purposes of this Amendment. All capitalized terms not defined herein shall have the meaning described in the Parties' Interconnection Agreement. The word "including" shall have the same meaning as "including but not limited to".

2. The Amendment will be deemed effective once executed by both parties and approved by the Tennessee Regulatory Authority.

3. **Amendment:** The attached Amendment, appended hereto and incorporated herein, will be added as Attachment 1:

3. **Miscellaneous**

3.1. All of the other provisions of the Agreement shall remain in full force and effect. By signing this Amendment, neither Party waives any rights it

may have under the Agreement, and each Party expressly reserves its rights to argue any position it may deem reasonable pursuant to the Agreement as amended hereby. CenturyLink shall submit this Amendment to the Tennessee Regulatory Authority for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

3.2 Conflict between this Amendment and the Agreement: This Amendment shall be deemed to augment the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

3.3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

3.4. Scope of Amendment. This Amendment shall amend, modify, and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

**THE TELECOMMUNICATIONS
DIVISION OF THE ELECTRIC
POWER BOARD OF CHATTANOOGA
D/B/A EPB TELECOM**

**CENTURYTEL OF OOLTEWAH-
COLLEGEDALE INC., DBA
CENTURYLINK**

By: Katherine Espeseth
Name:

Katherine Espeseth
Title:

VP- EPB Fiber Optics
Date:

7-19-10

By: Michael R. Hunsucker

Name: Michael R. Hunsucker

Title: Director – Contract Management

Date: 8-4-10

Attachment 1:
Amendment One

WHEREAS, the Parties wish to Amend the Agreement in accordance with the terms of this Amendment ("this Amendment").

NOW THEREFORE, the Parties hereby supplement the original Agreement as follows:

IN WITNESS WHEREOF, each Party has executed this Amendment. The Effective Date of this Amendment for such purposes will be established by the date of the final signature on this Amendment subject to confirmation by approval order of the Tennessee Regulatory Authority.

Notwithstanding any provisions in the Agreement to the contrary, the following terms and conditions of this Amendment will apply:

1.0 NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 "Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.
- 1.1.2 "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.

- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Local Number Portability and obtain End User Customer authorization in accordance with the Act, and applicable FCC rules, regulations and orders

- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyLink Service Guide and comply with applicable FCC rules, regulations and orders.

- 1.2.2.1 The LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) days.

- 1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.

- 1.2.2.3 For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers (in excess of 50 per day) or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

- 1.2.3 Local Number Portability (LNP) orders may not be expedited.

- 1.2.4 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

- 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
- 1.2.6 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.
- 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.
- 1.2.8 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 1.2.9 Each Party shall become responsible for the End User Customer's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.
- 1.3 Cut-Over Process for Number Porting Orders
 - 1.3.1 TDT Cut-Overs.
 - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink will update its CenturyLink Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
 - 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Service Guide.

1.3.2.2 Pricing for Number Portability Coordinated Hot Cuts (CHCs).

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section 3, Pricing.

1.3.2.2.2 For calculating “time” and/or “additional time” labor

charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2.0 NETWORK INTERFACE DEVICE

2.1 CenturyLink will provide nondiscriminatory access to either side of the Network Interface Device (NID). CenturyLink shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Section 3, Pricing, and such rates and charges shall apply.

2.2 The NID is defined as any means of interconnection of customer premises wiring to CenturyLink’s distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User Customer’s inside wire. Except in multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User Customer’s inside wiring (*i.e.*, on the End User Customer’s side of the NID) is under the control of the End User Customer. Conflicts between

telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

- 2.3 EPB may obtain access to the NID on CenturyLink's network side or the End User Customer's side on a stand-alone basis to permit EPB to connect its own loop facilities to the premises wiring at any customer location. EPB may not connect to or otherwise access the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by EPB will be performed by CenturyLink based on the Time and Material Charges set out in Article VII (Pricing). CenturyLink, at the request of EPB, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article VII (Pricing). EPB may elect to disconnect CenturyLink's Local Loop from the NID on the customer's side of the NID, but EPB shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall EPB connect to either side of the NID unless the CenturyLink network is first disconnected from the NID as set forth in this Article.
- 2.4 With respect to multiple dwelling units or multiple-unit business premises, EPB shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID.
- 2.5 CenturyLink shall be under no obligation to install a NID in order to enable EPB to interconnect to such NID, but CenturyLink shall make available to EPB any NID that exists at the time EPB seeks interconnections to a NID to serve an End User Customer. The NIDs that EPB uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.
- 2.6 In no case shall EPB access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall EPB attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall EPB remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.
- 2.7 EPB may access the End User Customer's side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to EPB's own NID without any charge to EPB being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by EPB in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID.

- 2.8 Ordering Processes & Provisioning Intervals. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyLink provisions the same service to itself.

3. PRICING

Pre-ordering

CLEC Account Establishment Per CLEC \$273.09

Customer Record Search Per Account \$ 5.25

Service Order Charge for all LSRs

(including Number Portability and NID LSRs) \$ 15.00

Service Order Expedite: \$150.00

Coordinated Hot Cut (First qtr hour) \$25.00

(Add'l qtr hour) \$5.00

Time and Materials TBD

Network Interface Device \$43.69

Application of NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that EPB orders any service.

“Customer Record Search” applies when EPB requests a summary of the services currently subscribed to by the End User Customer.

“Service Order Charge” all for all LSRs_(including Number Portability) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if EPB requests service prior to the standard due date intervals.

“Coordinated Hot Cut” applies when the LSR (Local Service Request) requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and EPB to perform the completion of a local service request order.

“Time and Materials” charges apply for non-standard or individual-case-basis work requested by EPB.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.