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May 28, 2013

**VIA ELECTRONIC AND OVERNIGHT MAIL**

Chairman, Tennessee Regulatory Authority  
c/o Sharla Dillon, Dockets and Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Docket No. 13-00082

Re: Petition for Approval of a ICC VoIP Amendment No. 2 to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink, and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Telephone  
Docket No.

Dear Ms. Dillon:

Enclosed are an original and four (4) copies of the Petition for Approval of an ICC VoIP Amendment No. 2 to the Interconnection Agreement ("Amendment") between United Telephone Southeast LLC d/b/a CenturyLink and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Telephone. CenturyLink has electronically filed this petition and this letter is the required follow-up to that filing. CenturyLink is not aware of any provision in this amendment that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for each company. Please contact me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sue Benedek".

Sue Benedek

ZEB/jrh

enclosures

cc: Beth O'Donnell (*on behalf of Comcast Digital Phone*)

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**NASHVILLE, TENNESSEE**

In Re:	)	
	)	
Petition for Approval of a ICC-VoIP Amendment	)	
the Interconnection Agreement between United	)	Docket No.
Telephone Southeast LLC d/b/a CenturyLink and	)	
Comcast Phone of Tennessee, LLC d/b/a	)	
Comcast Digital Telephone	)	

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**PETITION FOR APPROVAL OF AN VOIP AMENDMENT NO. 2 TO THE  
INTERCONNECTION AGREEMENT UNITED TELEPHONE SOUTHEAST LLC d/b/a  
CENTUYLINK**

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United Telephone Southeast LLC d/b/a CenturyLink respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of an ICC VoIP Amendment No. 2 to the Interconnection Agreement (the "Amendment") negotiated between CenturyLink and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone ("Comcast Digital") under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of its petition, CenturyLink states the following:

1. CenturyLink and Comcast Digital have successfully negotiated the Amendment to the Interconnection Agreement which was approved by the Authority on March 31, 2008 under Docket No. 08-00037. This Amendment is being filed in light of the FCC's *ICC/USF Order*<sup>1</sup>. A copy of the Amendment is attached to this petition and incorporated in this document and attached as Attachment A. A copy of the Disaster Recovery Plan applicable to this Agreement is appended hereto at Attachment B. Both Attachment A and Attachment B are incorporated herein by reference.

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<sup>1</sup> *In the Matter of Developing a Unified Intercarrier Compensation Regime*, FCC Docket No. 01-92 (Order effective July 1, 2012).

2. Under 47 U.S.C. § 252(e), CenturyLink submits the Amendment to the Authority for its review and approval.

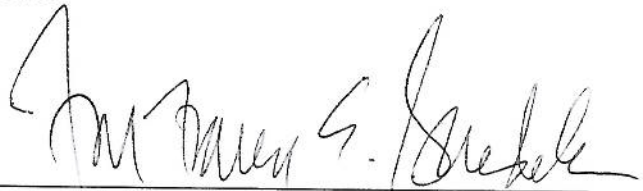
3. 47 U.S.C. § 252(e) provides that the Authority may either approve or reject the Agreement negotiated between the parties within 90 days of its submission for approval. The Act further provides that the Authority may only reject a negotiated amendment if it finds the amendment or any portion of the agreement discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

4. CenturyLink affirms that this Amendment meets the standards for approval.

5. Further, as required by 47 U.S.C. § 252(i) and 47 C.F.R. § 51.809, CenturyLink will make the terms and conditions of the entire Amendment available to any other requesting carrier.

WHEREFORE, CenturyLink respectfully requests that the Tennessee Regulatory Authority approve the Amendment negotiated by the parties.

Respectfully submitted this 28<sup>th</sup> of May 2013.



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**ICC VoIP Amendment No.2  
to the Interconnection Agreement between  
United Telephone Southeast LLC formerly United Telephone – Southeast, Inc. d/b/a  
CenturyLink  
and  
Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone**

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Southeast LLC formerly United Telephone – Southeast, Inc. d/b/a CenturyLink ("CenturyLink"), and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone ("CLEC") (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Tennessee, that was approved by the Tennessee Regulatory Authority in Docket 08-00037 on March 31, 2008; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement to incorporate certain provisions of the FCC Order with 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 replacing and adding terms, conditions, and rate references as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement. The Agreement hereby also amends the reciprocal compensation rates set forth in Table One of this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the change of law language, the Parties agree to implement the VoIP provisions of this Amendment effective as of December 29, 2011. The Parties agree to implement the reciprocal compensation provisions of this Amendment effective as of July 1, 2012.

Comcast Phone of Tennessee, LLC/ICC VoIP Amendment- Tennessee

**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.

**Reservation of Rights**

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order and the rate for shared transport of indirect traffic. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters, outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters, nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

**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, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.



**Comcast Phone of Tennessee, LLC  
d/b/a Comcast Digital Phone**

DocuSigned by:  
*Michael Clancy*  
Signature

Michael Clancy  
Name Printed/Typed

Vice President Carrier Management  
Title

4/22/2013  
Date

**United Telephone Southeast LLC  
formerly United Telephone – Southeast,  
Inc. d/b/a CenturyLink**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

4/22/2013  
Date

**Attachment 1****ICC Voice over Internet Protocol (VoIP) Amendment**

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of, and intercarrier compensation for, VoIP-PSTN Traffic and call signaling rules for all traffic exchanged between the Parties over Local Interconnection Trunks.

**Section 1 – DEFINED TERMS**

- 1.119 "VoIP-PSTN Traffic", including any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", is defined as traffic exchanged between CenturyLink's network and the CLEC's network in Time Division Multiplexing ("TDM") format and that originates from and/or terminates to a Party's end user in Internet Protocol ("IP") format, as determined by the Order.
- 1.120 "Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be "Local Traffic" as such term is used in the Agreement.
- 1.121 "IntraLATA Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, but within the same Local Access and Transport Area. IntraLATA Toll VoIP-PSTN Traffic shall be considered IntraLATA toll traffic as such term is used in the Agreement.

**Section 56 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

56.1.1 The Parties shall make available to each other two-way (bi-directional) trunks or one-way directionalized trunks for the reciprocal exchange of combined Local Traffic, IntraLATA Toll VoIP-PSTN Traffic and IntraLATA toll traffic which is not routed to an IXC and jointly provided switched access (as defined by MECAB and MECOD). The Parties shall use separate two-way Feature Group D trunks for any other traffic exchanged in TDM format by the Parties, except as provided in Section 56.1.3 of the Agreement, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event a Party routes any traffic to the other Party in violation of this section, that other Party shall be entitled to invoke the dispute resolution provisions of this Agreement, which may include seeking injunctive relief and recovering damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic which is not VoIP-PSTN Traffic.

56.1.2 Intentionally Left Blank.

**Section 57 – INTERCARRIER COMPENSATION**



57.2 Under a Bill and Keep compensation arrangement, each Party retains the revenues it receives from end user customer, and neither Party pays the other Party for terminating the traffic which is subject to the Bill and Keep arrangement.

57.2.1 All Local Traffic and Local ISP-Bound Traffic shall be exchanged between the Parties on a Bill and Keep basis, subject to the conditions set forth below. Local ISP-Bound Traffic is ISP-Bound traffic that is originated at a geographic location and is terminated at a geographic location that are both within the same CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink tariffs.

57.2.2 If more than 55% of the combined Local Traffic and Local ISP-Bound Traffic exchanged between the Parties is terminated by one Party for three consecutive months (i.e., the traffic is not roughly balanced), or if the amount of Local Traffic and Local ISP-Bound Traffic terminated by one Party exceeds a DS3 for three consecutive months, either Party can cancel the Bill and Keep compensation arrangement. Formal notification of the cancellation must be provided in writing ninety (90) days prior to the Effective Date. If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting the reciprocal compensation arrangement for terminating Local Traffic. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.

57.2.3 Either Party may conduct Traffic Studies, but no more frequently than quarterly, to measure the amount and types of traffic on the interconnection trunks to determine if an out of balance condition exists pursuant to Section 57.2.2. Parties agree to share the results of such studies.

57.2.4 Any dispute arising under this Section 57.2 shall be subject to the dispute resolution provisions of this Agreement.

## 57.5 VoIP-PSTN Traffic

### 57.5.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic



end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

#### 57.5.2 IntraLATA Toll VoIP-PSTN Traffic

(a) CLEC and CenturyLink will exchange IntraLATA Toll VoIP-PSTN Traffic, including any IntraLATA Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's terminating interstate access rates. Any non-Local Traffic which is not IntraLATA Toll VoIP-PSTN Traffic or IntraLATA toll traffic shall be routed in accordance with Section 56.1.1 above. VoIP-PSTN Traffic will be identified as IntraLATA Toll VoIP-PSTN Traffic or Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for IntraLATA Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

(b) IntraLATA Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Table One of this Amendment to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as IntraLATA Toll VoIP-PSTN Traffic subject to terminating interstate access rates. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rate.

(c) The Contract-PVU factor shall be the percentage of total terminating intrastate non-Local Traffic exchanged over the Local Interconnection Trunks which is IntraLATA Toll VoIP-PSTN Traffic that, in the absence of such Contract-PVU, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

(d) The Contract-PVU factor established by the Parties for the previous sections of 57.5.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and such Contract-PVU factor shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

57.5.3 CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all IntraLATA Toll VoIP-PSTN Traffic on an automated basis. Using the factor agreed upon pursuant to this amendment the Parties agree that CLEC may dispute its usage billing for intrastate access charges on IntraLATA Toll VoIP-PSTN Traffic. If CLEC does dispute invoices for this purpose, it will pay the interstate access rate on such traffic consistent with application of the Contract-PVU factor on a timely basis according to the terms of the Agreement and will submit its dispute with respect to such intrastate access charges separately from any other usage billing disputes that CLEC might assert. The issuance of quarterly billing adjustments by CenturyLink to apply interstate access rates to all IntraLATA Toll VoIP-PSTN Traffic will resolve any open disputes submitted consistent with this paragraph. CLEC shall file a separate dispute if CLEC disputes the three month adjustment.

57.6 Intentionally Left Blank.

#### **Section 58 – SIGNALING NETWORK**

58.9 Signaling Parameters: CenturyLink and CLEC are required to provide each other signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), as appropriate, and called party number, etc.) as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be correctly populated and unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used by a Party then the ChN must be included in the ANI field if different from the CPN.



**Table One**

RECIPROCAL COMPENSATION		MRC	NRC
End Office - per MOU		Bill and Keep	N/A
Tandem Switching - per MOU		Bill and Keep	N/A
Shared Transport - per MOU		Bill and Keep	N/A
Indirect Shared Transport – per MOU		Bill and Keep	
TRANSIT SERVICE			
Transit Service Charge - per MOU			\$0.004286

		IntraLATA Toll VoIP-PSTN Traffic	Each Party's Interstate Access Tariff Rate
		VOIP Percent of Intrastate Non-Local Usage (Contract- PVU factor)	100%

## DISASTER RECOVERY

### 1. PURPOSE

- 1.1. In the unlikely event of a disaster occurring that affects CenturyLink's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.
- 1.2. These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.
- 1.3. This document will cover the basic recovery procedures that would apply to every CLEC.

### 2. IDENTIFYING THE PROBLEM

- 2.1. During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; CenturyLink equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.
- 2.2. Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the CenturyLink NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.
- 2.3. The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

### 3. SITE CONTROL

- 3.1. In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
- 3.2. During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
- 3.3. In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.
- 3.4. An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs