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May 22, 2015

VIA ELECTRONIC AND OVERNIGHT MAIL

Chairman, Tennessee Regulatory Authority
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Petition for Approval of Amendment Nos. 1 and 2 to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink and Level 3 Communications, LLC – Docket No. 15-00058

Dear Ms. Dillon:

Enclosed are an original and four (4) copies of a Petition for Approval of two amendments to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Level 3 Communications, LLC. The enclosed petition has been electronically filed. This letter is the required follow-up to that filing.

Amendment No. 2 is a current amendment to the parties' interconnection agreement. In the course of preparing for filing of Amendment No. 2, CenturyLink discovered that Amendment No. 1 was inadvertently not filed with the Authority. That amendment, along with the underlying agreement, are made available to requesting carriers and the lack of filing Amendment No. 1 has not altered availability of that amendment.

CenturyLink apologizes for any inconvenience associated with Amendment No. 1. CenturyLink requests that Amendment No. 1 be approved along with Amendment No. 2.

CenturyLink is not aware of any provision in the attached Amendments that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party.

The Authority has previously received the \$50.00 filing fee for these Amendments. Please find a receipt attached as confirmation of funds being sent. Please contact me if you have any questions.

Sincerely yours,



Sue Benedek

ZEB/jrh

enclosures

cc: Deloris Carroll

Scott Seab (*on behalf of Level 3*)

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

In re: :
 :
Petition for Approval of Amendment Nos. 1 and 2 to the Interconnection : Docket No.
Agreement between United Telephone Southeast LLC d/b/a CenturyLink :
and Level 3 Communications, LLC :

**PETITION FOR APPROVAL OF AMENDMENT NOS. 1 AND 2 TO
THE INTERCONNECTION AGREEMENT BETWEEN UNITED
TELEPHONE SOUTHEAST LLC D/B/A CENTURYLINK AND LEVEL 3
COMMUNICATIONS, LLC**

1. United Telephone Southeast LLC d/b/a CenturyLink (hereinafter "CenturyLink") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of Amendment No. 1 and Amendment No. 2 to the Interconnection Agreement ("Agreement") between CenturyLink and Level 3 Communications, LLC (hereinafter "Level 3"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). The original Agreement that is being amended was approved by the Authority by order dated January 5, 2007 at Docket No. 06-00256. In support of this Petition, CenturyLink states the following:

2. CenturyLink and Level 3 have successfully negotiated the attached Amendments to the Agreement. Each Amendment will be described below.

Amendment No. 1

3. Amendment No. 1 amends the Interconnection Agreement between CenturyLink and Level 3 regarding trunking arrangements between the interconnecting parties.¹ Amendment No. 1 executed June 1, 2007 and is appended to this Petition as Attachment A.

¹ At the time of execution, CenturyLink was known as United Telephone Southeast, Inc. d/b/a Embarq.

AMENDMENT NO. 2

4. In light of the FCC's *ICC/USF Order*, CenturyLink and Level 3 have successfully negotiated the attached Amendment No. 2 to the underlying interconnection agreement between the parties.² A copy of Amendment No. 2 is attached to this petition at Attachment B.

5. A copy of the Disaster Recovery Plan applicable to both Amendment Nos. 1 and 2 is appended hereto at Attachment C.

6. Attachments A, B and C are incorporated herein by reference

7. 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 Agreement if it finds the Agreement 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.

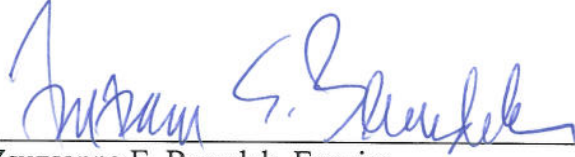
8. CenturyLink affirms that these Amendments meet the standards for approval.

9. 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 Agreement available to any other requesting carrier.

² *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, FCC Docket No. 01-92 (Order effective July 1, 2012).

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

Respectfully submitted the 22nd of May, 2015



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CENTURYTEL, INC.
ATTN: Controller's Group
P.O. BOX 4065
MONROE, LA 71211
1-877-386-7151

Document / Date
2000694681 / 05/05/2015

Your vendor number
11486

Document	Invoice Text	Date	Gross Amount	Deductions	Net Amount
Payment is made on behalf of EQ Management Company, E001.					
1900015043	0629	04/29/2015	50.00	0.00	50.00
SEND CK TO 240 N. 3RD ST., STE. 300, HARRISBURG,					
Sum total			50.00	0.00	50.00

Supplier reference # 90231101000

Payment document	ACH Transfer	Date	Currency	ACH Payment amount
2000694681		05/05/2015	USD	*****50.00*



CENTURYTEL, INC.
ATTN: Controller's Group
P.O. BOX 4065
MONROE, LA 71211
1-877-386-7151

05/05/2015

USD
*****50.00*

TENNESSEE REGULATORY AUTHORITY
460 JAMES ROBERTSON PKWY
NASHVILLE TN 37243

Payment advice only - Non Negotiable

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
LEVEL 3 COMMUNICATIONS, LLC
AND
EMBARQ**

This Amendment, effective the 1st day of June, 2006, by and between Level 3 Communications, LLC ("CLEC") and each local exchange company doing business as "Embarq" (hereinafter collectively referred to as "Embarq") as identified on Exhibit 1.

BACKGROUND

CLEC and Embarq entered into an Interconnection Agreements on August 1, 2005 for the states of Florida, Indiana, Kansas, Minnesota, Missouri, Nebraska, Nevada, New Jersey, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington and Wyoming (the "Agreements").

Embarq is willing to convert CLEC's directionalized trunking arrangements to bi-directional trunking arrangements and to implement bi-directional trunking. CLEC wants to convert certain trunking arrangements from directionalized to bi-directional.

In consideration of the terms and conditions contained in this Amendment No. 1, the Parties agree to the following:

1. AMENDMENT

- 1.1 The Parties understand that the conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreements and implement the conversion of trunking arrangements (the "Conversion Plan(s)").
- 1.2 The Parties agree that the trunks to be converted from directionalized to bi-directional arrangements will be identified in the Conversion Plan.
- 1.3 CLEC agrees to convert tandem and end office trunks (which subtend the tandem) as identified in the Conversion Plan(s). The Parties agree that these trunks will be identified in the Conversion Plan(s).
- 1.4 CLEC agrees to pay the conversion charges listed on Attachment I to compensate Embarq for the labor involved in conversion.

2. GENERAL

- 2.1 Other than as set forth above, the Agreements remains unchanged and in full force and effect.
- 2.2 Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreements.
- 2.3 This Amendment No. 1 executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreements.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 the year and day first written above.

Embarq

CLEC

By: Bill Cheek
Name (typed): William E. Cheek
Title: President – Wholesale Markets
Date: 6/8/07

By: Andrea Gavalas
Name (typed): Andrea Gavalas
Title: Vice President – Interconnection Services
Date: 6/1/07

EXHIBIT 1

EMBARQ ENTITIES

State	Company Name	State of Incorporation
FL	Embarq Florida, Inc.	Florida
IN	United Telephone Company of Indiana, Inc. d/b/a Embarq	Indiana
KS	United Telephone Company of Kansas d/b/a Embarq; United Telephone Company of Eastern Kansas d/b/a Embarq; United Telephone Company of Southcentral Kansas d/b/a Embarq;	Kansas
MN	Embarq Minnesota, Inc.	Minnesota
MO	Embarq Missouri, Inc.	Missouri
NE	United Telephone Company of the West d/b/a Embarq	Delaware
NV	Central Telephone Company d/b/a Embarq	Delaware
NJ	United Telephone Company of New Jersey, Inc. d/b/a Embarq	New Jersey
NC	Carolina Telephone and Telegraph Company d/b/a Embarq Central Telephone Company d/b/a Embarq	Delaware North Carolina
OH	United Telephone Company of Ohio d/b/a Embarq	Ohio
OR	United Telephone Company of the Northwest d/b/a Embarq	Oregon
PA	The United Telephone Company of Pennsylvania d/b/a Embarq	Pennsylvania
SC	United Telephone Company of the Carolinas d/b/a Embarq	South Carolina
TN	United Telephone–Southeast, Inc. d/b/a Embarq	Virginia
TX	United Telephone Company of Texas, Inc. d/b/a Embarq; Central Telephone Company of Texas, Inc. d/b/a Embarq	Texas
VA	Central Telephone Company of Virginia d/b/a Embarq United Telephone–Southeast, Inc. d/b/a Embarq	Virginia
WA	United Telephone Company of the Northwest d/b/a Embarq	Oregon
WY	United Telephone Company of the West d/b/a Embarq	Delaware

Attachment A

Table 1: Bi-Directional Trunking Conversion Charge per T1 Facility
(Conversion from Uni-directional to Bi-Directional Trunks)

STATE	NRC (per T1)
FL	\$ 33.94
IN	\$ 28.10
KS	\$ 32.76
MN	\$ 31.86
MO	\$ 32.55
NC-C	\$ 34.71
NC-CT&T	\$ 35.42
NE	\$ 32.77
NJ	\$ 32.21
NV	\$ 41.98
OH	\$ 32.87
OR	\$ 30.92
PA	\$ 33.85
SC	\$ 33.38
TN	\$ 33.43
TX-C	\$ 32.33
TX-U	\$ 32.39
VA-C	\$ 32.95
VA-U	\$ 32.29
WA	\$ 32.36
WY	\$ 32.77

AMENDMENT TWO

**ICC VoIP and VNXX Amendment
to the Interconnection Agreement between
United Telephone Southeast LLC f/k/a United Telephone Southeast, Inc. f/k/a Embarq d/b/a
CenturyLink
and
Level 3 Communications, LLC
For the state of Tennessee**

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Company Southeast LLC f/k/a United Telephone Company Southeast f/k/a Embarq d/b/a CenturyLink ("CenturyLink"), and Level 3 Communications, LLC ("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 Commission; 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 affects the Parties rights and obligations with respect to the exchange of VoIP and VNXX traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order and to reflect a change in intercarrier compensation for VoIP and VNXX traffic 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 rates as set forth in Attachment One attached hereto and incorporated herein by this reference. The provisions included in Attachment One 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.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment effective December 1, 2012.

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 Level 3 Communications ICC VoIP and VNXX Amendment TN (v02-26-15)

covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Reservation of Rights

In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) in respect to such Amendment. Furthermore, CLEC specifically reserves its rights, remedies and arguments contesting any assertion by the Commission of its jurisdiction over the subject matter, interpretation or enforcement of this Amendment including, but not limited to, federal tariffs or VoIP-PSTN Traffic as a result of the inclusion of terms or references to such tariffs or VoIP-PSTN Traffic in this Agreement and/or use of facilities that are otherwise included within this Agreement. CLEC has acceded to CenturyLink's request to amend this Agreement as reflected herein as a matter of administrative convenience only.


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.

Level 3 Communications, LLC


**United Telephone Southeast LLC f/k/a Embarq
d/b/a CenturyLink**

DocuSigned by:

58FA222DCCE34BF...
Signature

Gary Black, Jr.
Name Printed/Typed

VP – Carrier Relations
Title

4/28/2015
Date

05E9FC68BD57454...

DocuSigned By: L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

4/28/2015
Date

Attachment One

ICC Voice over Internet Protocol (VoIP) and VNXX Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic, as defined herein and the FCC Order and the exchange of such traffic over the Interconnection trunks originating on the other Party's network.

Section 1 – DEFINED TERMS

“ISP-Bound Traffic,” for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) in order to be connected to the Internet.

“VoIP-PSTN Traffic” shall be defined in accordance with the FCC Order and includes any traffic referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in the Order, and terminates to a Party's end user customer.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the geographic boundaries of the CenturyLink local calling area, or mandatory extended area service (EAS) area, as such calling areas are 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.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that originates and terminates in geographically different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as such calling areas are defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

“VNXX Traffic” is traffic originated by a Party's End User Customer, dialed with a local dialing pattern, and terminated to a customer of the other Party not physically located within the same CenturyLink Local Calling Area (as defined and/or approved by the state Commission) as the originating caller (VoIP Traffic is not considered to be VNXX traffic destined for the Internet under this section). This is determined by examining the locally dialed telephone number (NPA-NXX-XXXX) assigned to the terminating Party's customer when it is an NXX Code associated with a rate center (as set forth in the LERG) that is different from the rate center (as set forth in the LERG) associated with the actual physical location at which the customer receives the VNXX traffic in question. VNXX does not include originating 8XX traffic, as that traffic is not locally dialed.

Part F– INTERCONNECTION

Section 54 LOCAL INTERCONNECTION TRUNK ARRANGEMENT

54.2 Except for Toll VoIP-PSTN Traffic, non-equal access IntraLATA toll traffic (i.e. IntraLATA access 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 the exchange of any traffic which is not Local Traffic, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event CLEC routes any traffic to CenturyLink in violation of this section, CenturyLink reserves the right to seek injunctive relief and to recover damages including, but not limited to, compensation at the then applicable access rates. Notwithstanding the foregoing, the requirement to use FGD trunks shall not apply to VNXX Traffic which is ISP-Bound Traffic.

54.2.3 Intentionally Left Blank

54.2.4 Intentionally Left Blank

Section 55 – INTERCARRIER COMPENSATION

- 55.1 Local Traffic and ISP-Bound Traffic, which is not also VNXX Traffic, exchanged by the Parties shall be compensated at a rate shown on Table 1.
- 55.2 Compensation for the termination of IntraLATA and InterLATA toll traffic and the origination of 8XX traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with each Party's applicable and lawful tariffs, FCC and Commission Rules and Regulations, and consistent with the provisions of Part F of this Agreement. Tandem switching and Tandem transmission Transit charges will be assessed from CenturyLink's applicable access tariff for any non-Local Traffic originated by CLEC which is routed through a CenturyLink Tandem to a third party. Level 3 must have a unique CIC for each type of service order.
- 55.3 Intentionally Left Blank
- 55.4 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination 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 provided 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 from CPN, and 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. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. Notwithstanding the foregoing, either Party shall be permitted to prove the jurisdictional nature of the traffic in question by whatever methodology possible including, but not limited to, the use of the originating or terminating call detail as provided herein. The provision of such information and methodology will not require the receiving Party to use such information or agree that such information is accurate, absent the parties agreeing that such information and methodology is accurate
- 55.5 Intentionally Left Blank
- 55.7 VNXX Traffic that is also ISP-Bound Traffic is subject to a bill and keep compensation arrangement. For purposes of this Agreement, the Parties agree that 100% of the ISP-Bound Traffic originated by CenturyLink constitutes VNXX Traffic. The Parties understand and agree that there is a de minimus amount of VNXX Traffic other than that destined for the Internet currently being exchanged by the Parties. Should either Party determine that the volume of VNXX Traffic other than that destined for the Internet is no longer de minimus, it may provide notice to the other Party that it will begin billing applicable compensation for such traffic prospectively from the date of such notice.
- 55.9 CenturyLink and Level 3 will identify the baseline Percent Local Usage (PLU) factor on each interconnection order and quarterly thereafter to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. CenturyLink may request no more than once a year Level 3's traffic study documentation of the PLU to verify the factor, and may compare the documentation to studies developed by CenturyLink. Should the CenturyLink documentation indicate that the factor should be changed, the Parties agree that any such changes will be retroactive to traffic for the previous quarter or to such other time period within the previous year as is demonstrated as having a PLU different from the one that was in effect. Any determination about whether the documentation indicates that the factor should be changed shall be subject to the Dispute Resolution provisions of this Agreement if there is disagreement between the Parties concerning the documentation or what is indicated by such documentation. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details, which shall also be subject to the Dispute

Resolution provisions of this Agreement if there is disagreement between the Parties concerning said determination by CenturyLink.

55.10 VoIP-PSTN Traffic

55.10.1 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. VoIP-PSTN Traffic will be identified as either Local or non-Local 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 VoIP-PSTN 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 work together in an effort to continue to improve the accuracy of jurisdictional data.

55.10.2. Toll VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's interstate access rates. VoIP-PSTN Traffic will be identified as either Local Traffic or non-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 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.

(a) Toll VoIP-PSTN which is intrastate non-Local 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 Two to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic until June 30, 2013. For such period, the Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rate. The Contract-PVU will no longer be applied as of July 1, 2013. At that time, CLEC and CenturyLink will exchange such traffic at each Party's access rates as intrastate and interstate access tariff rates for terminating traffic are at parity.

(b) The Contract-PVU factor shall be the percentage of total terminating traffic jurisdictionalized as intrastate non-Local Traffic which is 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 number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties

(c) Any factors established by the Parties for the previous sections of 55 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

55.11 Intentionally Left Blank

55.12 Intentionally Left Blank

Table One

RECIPROCAL COMPENSATION FOR LOCAL TRAFFIC			
		Local Traffic Termination – per minute of use	Common Transport for Indirect Traffic per minute of use
Current – June 30, 2017		\$0.0004	N/A
Effective July 1, 2017		\$0.0000	\$0.0004
VNXX TRAFFIC THAT IS ISP-BOUND TRAFFIC		Bill & Keep	

MRC	NRC			
		Toll VoIP-PSTN Traffic	MRC	NRC
		Toll VoIP-PSTN Traffic	CenturyLink's Appropriate Access Tariff	
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU) until June 30, 2013.	71%	

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

are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

- 3.5. Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
- 3.6. Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)
- 3.7. If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way and other possible options available.

4. ENVIRONMENTAL CONCERNS

- 4.1. In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.
- 4.2. Items to be concerned with in a large central office building could include:
 - 4.2.1. Emergency engine fuel supply. Damage to standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
 - 4.2.2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
 - 4.2.3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
 - 4.2.4. Mercury and other regulated compounds resident in telephone equipment.
 - 4.2.5. Other compounds produced by the fire or heat.
- 4.3. Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.
- 4.4. At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.
- 4.5. In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.
- 4.6. In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

5. EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION

- 5.1. Introduction. This plan provides a basic organizational structure and defines areas of

responsibility for a wide range of disasters. It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

5.2. General Information.

- 5.2.1. As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect.
- 5.2.2. The assessment team's areas of responsibilities will be determined and assigned by the Service Center Manager.
- 5.2.3. As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence.
- 5.2.4. After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.
- 5.2.5. It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind CenturyLink's safety practices and abides by them while securing center assessment information.

6. EMERGENCY RESTORATION

- 6.1. In the event an emergency situation develops, or is in the process of developing, the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation.
- 6.2. Local Service Center Assessment Team
 - ♦ Service Center Manager
 - ♦ Manager-Buildings/Grounds
 - ♦ Security Manager
 - ♦ Information Services Manager
 - ♦ Manager Safety /Risk/Loss
 - ♦ Public Relations Manager
- 6.3. Agenda for Meeting. The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service.
 - ♦ Departments affected
 - ♦ AC power failures
 - ♦ LAN Connectivity
 - ♦ Communication System Assessment
 - ♦ Working Conditions (weather, delays, etc.)

- ♦ Work force requirements (forces on the job, in transit, etc.)
- ♦ Extra Forces needed
- ♦ Contractors needed
- ♦ Restoration schedules – temporary/permanent
- ♦ Equipment requirements
- ♦ General review of responsibilities
- ♦ Secure from Decision Support work order number

7. EMERGENCY RESTORATION PRIORITY

7.1. The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

- ♦ Assignment
- ♦ Remote Entry
- ♦ CLEC

8. WORK DISTRIBUTION RECOMMENDATION

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies "O" & "C" to Winter Garden.

Remote Entry for Company "S" to Carlisle.

Assignment for Company "C" to Las Vegas

Assignment for Company "S" to Ft. Myers

Assignment for Company "O" to Jefferson City

CLEC to Ft. Myers

Las Vegas, Nevada

Remote Entry to Winter Garden and Carlisle

Assignment to Fayetteville, Ft. Myers, and Jefferson City

CLEC to Fayetteville

Winter Garden, Florida

Remote entry to Jefferson City, Carlisle, and Fayetteville

Ft. Myers, Florida

Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville

CLEC to Las Vegas and Fayetteville

Note: The techs will call directly to the 800 number of the receiving center. This will also help with work distribution.

9. EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER

9.1. The Disaster Recovery Management Team is comprised of internal and external personnel responsible for maintaining and executing the plan. The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions. The nature of the disruption typically indicates the specific resources needed for recovery. Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

9.2. The primary responsibilities of the Disaster Recovery Management Team are to:

9.2.1. Accomplish rapid and efficient recovery of the network and application systems at the primary and alternate site locations.

9.2.2. Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed.

9.2.3. Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.

9.3. The Disaster Recovery Management Team consists of:

9.3.1. NOC Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are:

- ♦ Technical Assistance
- ♦ Special Services
- ♦ Scheduling and Administration
- ♦ Surveillance
- ♦ Corporate Communications (Public Relations)

9.3.2. Manager of Special Services

9.3.3. Manager of Technical Assistance

9.3.4. Manager of Surveillance

9.3.5. Manager of Scheduling & Administration

9.4. All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and

subsequent recovery.

10. RECOVERY PROCEDURES

- 10.1. The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how CenturyLink will proceed with restoration is whether or not CenturyLink's equipment is incapacitated. Regardless of whose equipment is out of service, CenturyLink will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

10.2. CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs). CenturyLink has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, CenturyLink can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon CenturyLink having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact CenturyLink's resolve to re-establish traffic to the original destination as quickly as possible.

10.3. CENTURYLINK OUTAGE

Because CenturyLink's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged CenturyLink equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of CenturyLink's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that Center (SWC). Traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access tandem or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving CenturyLink's equipment. Shortly after a disaster, the NOC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required.

10.3.1. Loss of a Central Office. When CenturyLink loses a Central Office, the NOC will:

- ◆ Place specialists and emergency equipment on notice.
- ◆ Inventory the damage to determine what equipment and/or functions are lost,
- ◆ Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- ◆ Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and CenturyLink in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and
- ◆ Begin restoring service to CLECs and other customers

10.3.2. Loss of a Central Office with Serving Wire Center Functions. The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

10.3.3. Loss of a Central Office with Tandem Functions. When CenturyLink loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will:

- ✦ Place specialists and emergency equipment on notice;
- ✦ Inventory the damage to determine what equipment and/or functions are lost.
- ✦ Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- ✦ Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and an CenturyLink in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
- ✦ Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.
- ✦ Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- ✦ Begin restoring service to CLECs and other customers.

10.3.4. Loss of a Facility Hub. In the event that CenturyLink loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

- ✦ Placing specialists and emergency equipment on notice;
- ✦ Inventorying the damage to determine what equipment and/or functions are lost;
- ✦ Moving containerized emergency equipment to the stricken area, if necessary;
- ✦ Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and CenturyLink in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- ✦ Restoring service to CLECs and other customers. If necessary, CenturyLink will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

10.4. COMBINED OUTAGE (CLEC AND CENTURYLINK EQUIPMENT)

In some instances, a disaster may impact CenturyLink's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since CenturyLink and the CLECs will be utilizing temporary equipment, close coordination will be required.

10.5. ALTERNATIVE BUILDING

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center. This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections. Alternate space will accommodate:

- ✦ Work stations
- ✦ Computers
- ✦ Telephones
- ✦ LAN Connections

11. T1 IDENTIFICATION PROCEDURES

- 11.1. During the restoration of service after a disaster, CenturyLink may be forced to aggregate traffic for delivery to a CLEC. During this process T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, CenturyLink may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

12. ACRONYMS

CO	Central Office (CenturyLink)
DS3	Facility that carries 28 T1s (672 circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
SWC	Serving Wire Center (CenturyLink switch)
T1	Facility that carries 24 circuits