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November 10, 2016

**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 a Carrier Partner for Interconnected VoIP Provider Amendment to the Traffic Exchange Agreement for CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville; CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne; and CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively "CenturyLink") and Level 3 Communications, LLC - Docket No. ~~15-00070~~ 16-00131

Dear Ms. Dillon:

Enclosed are an original and four (4) copies of a Petition for Approval of a Carrier Partner for Interconnection VoIP Provider Amendment to the Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville, CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne and CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively "CenturyLink") and Level 3 Communications, LLC.

CenturyLink has already filed the Petition electronically and this letter is the required follow-up to that filing. CenturyLink is not aware of any provision in the Agreement that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party. Please note that the original Traffic Exchange Agreement was approved on August 15, 2015 in the above-captioned docket.

Enclosed is a check in the amount of \$100.00 for filing fees associated with each company. Please contact me if you have any questions.

Sincerely yours,

A handwritten signature in blue ink that reads "Sue Benedek" followed by a stylized flourish.

Sue Benedek

ZEB/jrh  
enclosures

cc: Pamela Melton (*on behalf of CenturyLink*)  
Scott Seab (*on behalf of Level 3*)

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

In re:	:	
	:	
Petition for Approval of a Carrier Partner for Interconnected VoIP Provider	:	
Amendment to the Traffic Exchange Agreement between CenturyTel of	:	Docket No.
of Adamsville, Inc. d/b/a CenturyLink Adamsville, CenturyTel of Claiborne,	:	15-00070
Inc. d/b/a CenturyLink Claiborne and CenturyTel of Ooltewah-Collegedale,	:	
Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively "CenturyLink") and	:	
Level 3 Communications, LLC	:	

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**PETITION FOR APPROVAL OF A CARRIER PARTNER FOR INTERCONNECTED  
VOIP PROVIDER AMENDMENT TO THE TRAFFIC EXCHANGE AGREEMENT  
BETWEEN CENTURYTEL OF ADAMSVILLE, INC. D/B/A CENTURYLINK  
ADAMSVILLE, CENTURYTEL OF CLAIBORNE, INC. D/B/A CENTURYLINK  
CLAIBORNE AND CENTURYTEL OF OOLTEWAH-COLLEGEDALE, INC. D/B/A  
CENTURYLINK OOLTEWAH-COLLEGEDALE (COLLECTIVELY  
"CENTURYLINK") AND LEVEL 3 COMMUNICATIONS, LLC**

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1. CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville, CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne and CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (collectively "CenturyLink") and Level 3 Communications, LLC respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of a Carrier Partner for Interconnected VoIP Provider Amendment to the Traffic Exchange 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 August 15, 2015 at Docket No. 15-00070. In support of this Petition, CenturyLink states the following:

1. CenturyLink and Level 3 have successfully negotiated the attached Amendment to the Agreement. The Amendment is appended to this petition at Attachment A. A copy of the original Agreement and Disaster Recovery Plan applicable to this Agreement is appended hereto at Attachment B. Both Attachment A and Attachment B are incorporated herein by reference.

2. CenturyLink submits this Amendment to the Authority for its review and approval as required under 47 USC § 252(e) of the Telecommunications Act of 1996 (“Act”). Tenn. Code Ann. §65-5-109(m) also provides that it is the express intent of the General Assembly that the Authority receive jurisdiction delegated to it and by the Act.

3. In light of the FCC’s *ICC/USF Order*,<sup>1</sup> CenturyLink and Level 3 have successfully negotiated the attached Amendment to the August 1, 2005 Agreement between the parties. A copy of the Amendment is attached to this petition at Attachment A.

4. Per Section 252(e) of the Act, a state commission may either approve or reject an interconnection agreement negotiated between the parties within 90 days of submission for approval. The Act further provides that the a state commission may either approve or reject an 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. CenturyLink affirms this Amendment meets the standards for approval by the Authority.

5. Further, as required by 47 USC § 252(i) and 47 CFR 51.809, CenturyLink will make the terms and conditions of the entire Agreement available to any other requesting carrier.

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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).



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

Respectfully submitted the 10<sup>th</sup> day of November, 2016



Zsuzsanna E. Benedek, Esquire

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**Carrier Partner for Interconnected VoIP Provider Amendment  
to the Traffic Exchange Agreement between  
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville  
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne  
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale  
and  
Level 3 Communications, LLC  
for the State of Tennessee**

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville; CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne; CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale ("CenturyLink"), and Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CenturyLink and CLEC entered into a Traffic Exchange Agreement ("Agreement") for service in the state of Tennessee which was executed by the Parties on June 12, 2015, which, among other terms, required each party to provide for the exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015. CLEC will provide a switch and seeks to combine CLEC's traffic with Interconnected VoIP Provider's VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this "Carrier Partner for Interconnected VoIP Provider Amendment" (the "Carrier Partner Amendment"), subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, effective December 29, 2011; and

WHEREAS, the Parties wish to amend the Agreement 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 specific terms and conditions under which CLEC exchanges traffic with CenturyLink as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

**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. To accommodate this need, CLEC must generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner 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 Carrier Partner 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.

**Level 3 Communications, LLC**

DocuSigned by:  
Gary Black Jr.  
7436985687DD4C0...  
Signature

Gary Black  
Name Printed/Typed

VP- Carrier Relations  
Title

9/28/2016  
Date

**CenturyTel of Adamsville, Inc.  
d/b/a CenturyLink Adamsville**

**CenturyTel of Claiborne, Inc.  
d/b/a CenturyLink Claiborne**

**CenturyTel of Ooltewah-Collegedale, Inc.  
d/b/a CenturyLink Ooltewah-Collegedale**

DocuSigned by:  
Diane Roth  
766DEF6A149A455...  
Signature

Diane Roth  
Name Printed/Typed

Director - Wholesale  
Title

9/28/2016  
Date

**ATTACHMENT 1**

**The following language is added to the existing language, in the Agreement, in its entirety:**

**Terms of Carrier Partner Amendment**

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC's interconnection trunks.
  - 1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.
  - 1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.
  - 1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).
  - 1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the CLEC's Switch and routed on the CLEC's interconnection trunk groups.
  - 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate the responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.
2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing facilities and terminating to CenturyLink end users or transiting CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.
3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.
4. Interconnected VoIP Provider traffic will be included as the CLEC's responsibility in accordance with applicable terms of the Agreement.
5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.



**ATTACHMENT 1**

6. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may notice CLEC upon CenturyLink's temporary discontinuance of accepting all traffic delivered over CLEC's trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC and CenturyLink agree to work in good faith towards a mutually agreeable outcome that demonstrates CLEC's ability to prevent future DOS attacks as a potential alternative to CenturyLink's right to require CLEC to establish a separate trunk group for the responsible Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.

**12. Definitions**

12.1 Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and demonstrates facilities readiness as described in the VoIP Numbering Order.

12.2 Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

12.3 Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 CFR §9.3 and that obtains numbering resources as described in the VoIP Numbering Order.