



100 N Union Street,
Suite 828
Montgomery, AL 36104
Phone (256) 468-1161
Brent.Beal@lumen.com

Brent Beal
Government Affairs Director

March 1, 2022

VIA ELECTRONIC and FIRST CLASS MAIL

Chairman, Tennessee Public Utility Commission
c/o Tory Lawless, Dockets and Records Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Petition for Approval of the Carrier Partner for Interconnected VoIP Provider
Amendment to the Interconnection Agreement between United Telephone
Southeast LLC d/b/a CenturyLink ("CenturyLink") and Peerless Network of
Tennessee, LLC
Docket No. **22-00020**

Dear Ms. Lawless:

Enclosed is a copy of the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Peerless Network of Tennessee, LLC ("Peerless").

CenturyLink is filing this Petition electronically and the required \$50 filing fee is being mailed to the Commission together with copies of the Amendment to be attached to the filing. CenturyLink is not aware of any provision in the Amendment that may be inconsistent with any previous Commission decisions in proceedings to which CenturyLink was a party.

Please contact me if you have any questions.

Sincerely yours,
/s/ Brent Beal
Brent Beal

BB/sac

cc: Alison Minea (via electronic mail: alison.minea@Peerless.com)
Jeff McSchooler (via electronic mail: jeff.mcschooler@Peerless.com)

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

In re:	:	
	:	
Petition for Approval of the Carrier Partner for	:	
Interconnected VoIP Provider Amendment	:	
to the Interconnection Agreement between	:	Docket No. 22-00020
United Telephone Southeast LLC d/b/a CenturyLink	:	
("CenturyLink")	:	
and	:	
Peerless Network of Tennessee, LLC ("Peerless")	:	
	:	

**PETITION FOR APPROVAL OF THE CARRIER PARTNER FOR
INTERCONNECTED VOIP PROVIDER AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN UNITED TELEPHONE
SOUTHEAST LLC AND PEERLESS NETWORK OF TENNESSEE, LLC**

1. United Telephone Southeast LLC ("CenturyLink") and Peerless Network of Tennessee, LLC ("Peerless") respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and Peerless, under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

In support of this Petition, CenturyLink states the following:
2. CenturyLink and Peerless have successfully negotiated the attached Amendment. The Amendment is appended to this petition at Attachment A. Attachment A is incorporated herein by reference.
3. CenturyLink submits this Amendment to the Commission 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 Commission receive jurisdiction delegated to it and by the Act.

4. Per Section 252(e) of the Act, a state commission may either approve or reject an amendment to an interconnection agreement negotiated between the parties within 90 days of submission for approval. The Act further provides that the state commission may either approve or reject an Amendment if it finds the Amendment, or any portion of the, discriminates against a telecommunications carrier that is not a party to the Amendment, or that the implementation of the Amendment or any portion of the Amendment is inconsistent with the public interest. CenturyLink affirms this Amendment meets the standards for approval by the Commission.
5. Further, as required by 47 USC § 252(i) and 47 CFR 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 Public Utility Commission approve this Amendment negotiated by the parties.

Respectfully submitted the 1st day of March, 2022.

/s/ Brent Beal
Brent Beal, Esquire
CenturyLink
Telephone: (256) 468-1161
Email: brent.beal@Lumen.com

**Carrier Partner for Interconnected VoIP Provider Amendment
to the Interconnection Agreement between
United Telephone Southeast LLC d/b/a CenturyLink
and
Peerless Network of Tennessee, LLC
for the State of Tennessee**

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Peerless Network of Tennessee, LLC ("Third Party Transit Provider"), collectively referred to as, the "Parties."

RECITALS

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement ("Agreement") for service in the state of Tennessee that was signed concurrent with this Amendment, 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 for its use 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 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.

Peerless Network of Tennessee, LLC

Tony Hiller
Tony Hiller (Nov 24, 2021 10:23 CST)

Signature

Tony Hiller
Name Printed/Typed

Sr. Executive Vice President – Operations
Title

Nov 24, 2021
Date

United Telephone Company of Tennessee d/b/a CenturyLink

Kimberly J. Povirk
Kimberly J. Povirk (Nov 24, 2021 11:06 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Nov 24, 2021
Date

ATTACHMENT 1

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

Definitions

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.

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

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

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 CLEC 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.

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 discontinue 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 will establish a separate trunk group for the 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.