



100 N Union Street,
Suite 828
Montgomery, AL 36104
Phone (704) 314-2365
Brent.Beal@brightspeed.com

Brent Beal
Government Affairs Director

December 27, 2022

VIA ELECTRONIC and FIRST CLASS MAIL

22-00142

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 Third Party Transit Provider Amendment to the
Interconnection Agreement between United Telephone Southeast LLC d/b/a
CenturyLink ("CenturyLink") and Onvoy, LLC
Docket No. [REDACTED]

Dear Ms. Lawless:

Enclosed is a copy of the Third Party Transit Provider Amendment to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink ("CenturyLink") and Onvoy, LLC.

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/amm
cc: legalnotices@inteliquent.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
United Telephone Southeast LLC d/b/a CenturyLink
("CenturyLink")
and
Peerless Network of Tennessee, LLC ("Peerless")

:
:
:
:
:
:
:
:
:
:
:

Docket No. 22-00142

**PETITION FOR APPROVAL OF THE THIRD PARTY TRANSIT
PROVIDER AMENDMENT TO THE INTERCONNECTION
AGREEMENT BETWEEN UNITED TELEPHONE SOUTHEAST LLC
AND ONVOY, LLC**

1. United Telephone Southeast LLC ("CenturyLink") and Onvoy, LLC respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the Third Party Transit Provider Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and Onvoy, LLC, 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 Onvoy, LLC 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 27th day of December, 2022.

/s/ Brent Beal
Brent Beal, Esquire
Brightspeed
Telephone: (704) 314-2365
Email: brent.beal@brightspeed.com

**Third Party Transit Provider Amendment
to the Interconnection Agreement between
United Telephone Southeast LLC d/b/a CenturyLink
and
Onvoy, LLC
for the State of Tennessee**

This Third Party Transit Provider Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink (Connect Holding II LLC, d/b/a Brightspeed ("Brightspeed")) and Onvoy, LLC ("CLEC"), collectively referred to as, 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, which, among other terms, required each Party to provide for the termination of Exchange Service (EAS/Local) and ISP-Bound traffic originated by the other Party on a "bill and keep" basis, without payment of terminating compensation by either Party; and

WHEREAS, CLEC wishes to offer transiting services to other telecommunications carriers and exchange that traffic with Brightspeed according to the terms of this 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 this 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 purpose of this Amendment is to provide the specific terms under which CLEC exchanges traffic with Brightspeed. See Attachment 1 and Table 1 attached and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered,

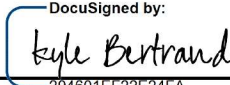
and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

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.

Onvoy, LLC

DocuSigned by:

294601EF22E24FA...

Signature

Kyle Bertrand

Name Printed/Typed


VP – PROC MGMT and NTW OPT

Title

11/30/2022

Date

United Telephone Southeast LLC d/b/a CenturyLink

DocuSigned by:

249CA13AE6CC497...

Signature

Curtis Heffelfinger

Name Printed/Typed

Vice President

Title

11/30/2022

Date

ATTACHMENT 1

Terms of Third Party Transit Provider Amendment

1. DEFINITIONS

“Commercial Mobile Radio Services (“CMRS”)” a radio communication service as set forth in 47 C.F.R. §20.3.

“InterMTA Traffic” for purposes of intercarrier compensation under this Amendment means CMRS traffic between Brightspeed and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call will be used.

“InterMTA Factors” are factors that are used in intercarrier compensation to determine InterMTA and InterMTA roaming MOUs when Brightspeed’s end user Customer is originating a Land-Mobile call to the CMRS’s end user customer in another MTA.

“IntraMTA Traffic” or “Local Traffic” for purposes of intercarrier compensation under this Amendment means CMRS traffic between Brightspeed and a CMRS provider that originates and terminates in the same Major Trading Area. For purposes of determining whether traffic originates and terminates in the same MTA, and therefore whether the traffic is IntraMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call may be used. IntraMTA Traffic or Local Traffic for purposes of intercarrier compensation does not include: (1) Toll Traffic, including, but not limited to, calls originated or terminated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (2) Special Access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (3) Transit Traffic or (4) InterMTA Traffic. “ISP-Bound Traffic” For purposes of this Agreement, traffic that is transmitted to an Internet Service Provider (ISP) who is physically located in an exchange within the same LCA of the originating end user, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

“Major Trading Area (MTA)” is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

“Transit Customer” means CLEC, Wireless or Paging customer that is routing traffic through the CLEC via tandem-to-tandem trunking.

“Transit Service” means the use of Brightspeed’s network to deliver Transit Traffic.

“VoIP-PSTN Traffic” is traffic which is exchanged between a Brightspeed end user and the CLEC end user in Time Division Multiplexing (TDM) format that originates from and/or terminates to a Party’s end user customer in Internet Protocol (IP) format, as determined in the order issued by the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011 (FCC’s ICC Order).

“Virtual NXX Traffic (VNXX Traffic)” refers to calls originated from or terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

2. INTERCONNECTION

2.1. Brightspeed will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Brightspeed will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Brightspeed shall comply with all state wholesale and retail service quality requirements. If Brightspeed experiences issues in meeting any service quality requirements as a direct result of CLEC's offering of Third Party Transit Services, Brightspeed will provide notice to CLEC of such issues and CLEC agrees that it will take actions necessary to remedy the issues Brightspeed identifies.

2.2 Pursuant to the terms of this Amendment, CLEC will be exchanging Local, IntraMTA, ISP-Bound, IntraLATA LEC Toll, InterMTA and VoIP-PSTN Traffic with Brightspeed for traffic originated by and/or terminated to certain other telecommunications carriers ("Transit Customer"). Prior to CLEC exchanging this traffic with Brightspeed, it will identify any Transit Customers to Brightspeed and Brightspeed will confirm that any proposed Transit Customers have entered into a "Routing Through a CLEC Amendment" with Brightspeed, prior to the exchange of any traffic with Brightspeed.

2.2.1 CLEC will follow applicable procedures of the LERG and the CLEC's Agreement in order to identify the NPA-NXX(s) which will be routed through CLEC's Tandem Switch in the LATA or a CLEC's Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA.

2.2.2 CLEC will provide appropriate call treatment per industry standards/guidelines for traffic from Brightspeed to the CLEC destined for its Transit Customers, where the appropriate network infrastructure may not be in place between the CLEC and its Transit Customers.

2.2.3 The Parties do not intend to exchange traffic for Interconnected VoIP Providers when CLEC acts as a Carrier Partner (as defined by the FCC in the VoIP Numbering Order) under this Amendment

2.3. CLEC and Brightspeed will continue to exchange traffic under the terms of the Agreement, including treatment of traffic terminating to Brightspeed end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing CLEC and terminating to Brightspeed end users will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation and compensation for use of local interconnection transport facilities.

2.3.1 Except as specifically described below, when CLEC acts as a CLEC, all traffic exchanged between CLEC and Brightspeed will be treated as wireline traffic for billing purposes. Brightspeed and CLEC will not separately identify CMRS traffic.

2.3.1.1 Brightspeed will not pay CLEC any compensation for any InterMTA traffic. Brightspeed will bill CLEC for InterMTA traffic by using the InterMTA Factor in Table 1 which will be calculated against all Brightspeed originated MOU routing through the CLEC terminating to a CMRS end user. Brightspeed will bill CLEC for such traffic at Originating Interstate Access Rates out of the Brightspeed Access Tariff. The InterMTA Factor will be identified on Table 1 and will stay in place unless either Party conducts a traffic study of Brightspeed originated traffic routed through the CLEC and terminating to CMRS. A request to review traffic studies

and revise the InterMTA Factor is limited to twice a year and any change will be documented in an amendment.

2.4. Compensation for transiting traffic to Transit Customer will not be paid by Brightspeed to CLEC for Brightspeed end user originated traffic or transit traffic routed to Brightspeed that Brightspeed sends through the CLEC to terminate to Transit Customer. This amendment modifies the calculation to allocate facility costs between the Parties to include all traffic that is routed on the CLEC Tandem to Tandem trunk groups to be the CLEC's responsibility for purposes of allocating the shared costs for transport.

2.5. When the CLEC utilizes Brightspeed's Tandem Switch for the exchange of Local Traffic, where there is a DS1's worth of traffic, total volume of traffic exchanged between the Parties at a Brightspeed End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month between the CLEC's switch and Brightspeed's Tandem Switch for delivery to and from one (1) of Brightspeed's End Office Switches, CLEC must identify the party originating the traffic. The Transit Customer shall then order interconnection trunks per the terms of their Interconnection Agreement. Upon notice by Brightspeed or anticipation of such traffic usage levels, the Transit Customer will order the new interconnection trunks, within 30 days. Until the Transit Customer orders such interconnection trunks, Brightspeed may not process or may reject the CLEC's orders for new trunk groups or trunk group augments to Brightspeed's tandems.

2.6. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with Brightspeed, including tariffs, interconnection and/or access agreements.

2.7. This Amendment does not authorize CLEC to bill Brightspeed on behalf of Transit Customer for any charges associated with local interconnection facilities with CLEC(s) or Type 2 interconnection facilities with CMRS, including, but not limited to any reciprocal compensation arrangements contained in separate agreements with Brightspeed.

2.8. CLEC will not exchange VNXX traffic with Brightspeed.

2.9. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

2.10. CLEC will be responsible to provide transit records, in EMI category 11-01-XX format to Brightspeed, if required by Brightspeed.