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May 8, 2023

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Room on May 8, 2023 at 11:50 a.m.

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 Amendment to the Traffic Exchange Agreement
between Brightspeed of Eastern Tennessee, LLC f/k/a CenturyTel of Claiborne,
Inc., Brightspeed of Southern Tennessee, LLC f/k/a CenturyTel of Ooltewah-
Collegedale, Inc. and Charter Fiberlink – Tennessee, LLC
Docket No. 23-00033

Dear Ms. Lawless:

Enclosed is a copy of the Amendment to the Traffic Exchange Agreement between
Brightspeed of Eastern Tennessee, LLC f/k/a CenturyTel of Claiborne, Inc., Brightspeed of
Southern Tennessee, LLC f/k/a CenturyTel of Ooltewah-Collegedale, Inc. (collectively,
“Brightspeed”) and Charter Fiberlink – Tennessee, LLC (“Charter”).

Brightspeed is filing this Petition electronically and the required \$75 filing fee is being
mailed to the Commission together with copies of the Amendment to be attached to the filing.
Brightspeed is not aware of any provision in the Amendment that may be inconsistent with any
previous Commission decisions in proceedings to which Brightspeed was a party.

Please contact me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, reading "John J. LaPenta".

John LaPenta

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

In re:	:	
	:	
Petition for Approval of the Amendment to the	:	
Traffic Exchange Agreement between Brightspeed of Eastern	:	Docket No. 23-00033
Tennessee, LLC f/k/a CenturyTel of Claiborne, Inc.,	:	
Brightspeed of Southern Tennessee, LLC f/k/a CenturyTel	:	
of Ooltewah-Collegedale, Inc. (collectively, "Brightspeed")	:	
and	:	
Charter Fiberlink - Tennessee, LLC ("Charter")	:	
	:	

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN BRIGHTSPEED OF
EASTERN TENNESSEE, LLC F/K/A CENTURYTEL OF CLAIBORNE,
INC. BRIGHTSPEED OF SOUTHERN TENNESSEE, LLC F/K/A
CENTURYTEL OF OOLTEWAH-COLLEGEDALE, INC., AND
CHARTER FIBERLINK - TENNESSEE, LLC**

1. Brightspeed of Eastern Tennessee, LLC f/k/a CenturyTel of Claiborne, Inc., Brightspeed of Southern Tennessee, LLC f/k/a CenturyTel of Ooltewah-Collegedale, Inc. (collectively, "Brightspeed") and Charter Fiberlink - Tennessee, LLC ("Charter") respectfully petitions the Tennessee Public Utility Commission ("Commission") for approval of the Amendment to the Traffic Exchange Agreement ("Amendment") between Brightspeed and Charter, LLC, under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of this Petition, Brightspeed states the following:
2. Brightspeed and Charter, 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. Brightspeed 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. Brightspeed 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, Brightspeed will make the terms and conditions of the entire Amendment available to any other requesting carrier.

WHEREFORE, Brightspeed respectfully requests that the Tennessee Public Utility Commission approve this Amendment negotiated by the parties.

Respectfully submitted the 8th day of May 2023.



John LaPenta, Counsel, State Regulatory
Brightspeed
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Email: john.lapenta@brightspeed.com

**Amendment
to the Traffic Exchange Agreement
between
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne;
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale)
and
Charter Fiberlink – Tennessee, LLC
for the State of Tennessee**

This Amendment ("Amendment") to the Traffic Exchange Agreement between CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne (n/k/a Brightspeed of Eastern Tennessee, LLC), CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale (n/k/a Brightspeed of Southern Tennessee, LLC) ("Brightspeed") and Charter Fiberlink – Tennessee, LLC ("CLEC"), in its capacity as a certified provider of local wireline Telecommunications Service. Brightspeed and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party." This Amendment covers services in the State of Tennessee (State) and only in areas in which both Parties are certificated.

RECITALS

WHEREAS, the Parties entered into an Traffic Exchange Agreement ("Agreement") for service in the state of Tennessee which was executed on August 26, 2021; and

WHEREAS, the Parties desire 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 terms and conditions for Operations Support Systems/Billing Support Systems, Local Number Portability, Wholesale Services, and Escalation Procedures as set forth in Attachment 1 and Exhibit 1, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement shall remain in force according to its terms, other than changes necessary to comply with revisions of applicable law or regulation and this Amendment, for twenty-four (24) months following the transaction close date, October 3, 2022, for the transfer of control of Brightspeed to Connect Holding LLC in Tennessee (the "Transaction") (the last day of such period, the "Settlement End Date").

This Amendment and the provisions of this Amendment shall terminate on the Settlement End Date, October 3, 2024, except for those with another express termination date.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

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.

Further Amendments

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

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

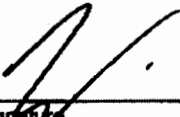
Entire Agreement

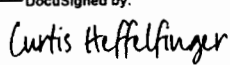
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties regarding the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written 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.

Charter Fiberlink – Tennessee, LLC
By Charter Communications, Inc.,
its Manager

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


 Signature
 Michael L. Scanlon
 Name Printed/Typed
 Vice President, Circuit Operations
 Title
 2/11/23
 Date

DocuSigned by:

 Signature
 Curtis Heffelfinger
 Name Printed/Typed
 Vice President
 Title
 4/4/2023
 Date

ATTACHMENT 1

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the Agreement.

The following language is hereby added to the existing language, in the Agreement, in its entirety. In the event of any inconsistency between the terms and conditions of this Amendment and the other terms and conditions of the Agreement (including any prior amendments), the terms and conditions of this Amendment shall be controlling for all purposes and in all respects:

EXHIBIT 1**Sec. I. Operations Support Systems/Billing Support Systems ("OSS/BSS"):**

- A. Brightspeed will not make any changes to the following OSS/BSS functionalities and/or systems for a period of eighteen (18) months following the Transaction close date:
- (i) Lumen's EASE (Electronic Administration & Service Order Exchange) system used for submitting electronic ASRs and other orders for Traffic Exchange, porting, directory listings, pre-ordering functions, and research, and for submitting manual orders (i.e., due to meet point complexity), including any e-bonded arrangements and system-to-system API interfaces for submitting electronic orders.
 - (ii) Lumen's Tol-Toll application used to provide Carrier Access Billing System ("CABS") records. CLEC receives terminating tandem switch records from former-Lumen owned tandems which allows CLEC to generate billing for terminating access to Interexchange Carriers ("IXCs"). The terminating records are in EMI Industry format, which will be maintained to permit the distribution of those records to bill terminating CABS.
 - (iii) Network Traffic Exchange billing generated by Brightspeed to CLEC will remain in the recognized CABS industry format. The invoices are generated from Brightspeed's CABS billing system and are presented to customers either via an FTP site or CABS Media electronic delivery.
- B. Brightspeed will provide CLEC with written notice of any proposed changes to the OSS/BSS functionalities and/or systems described in Section II.A, above, at least six (6) months prior to implementation of the changes.

ATTACHMENT 1

- C. Following the Transaction close date, and to the extent that Brightspeed and CLEC have an effective ICA, Brightspeed will continue to use its existing OSS/BSS and maintain at least the same intervals, quality of service, accuracy and flow-through, including for local service requests associated with LNP, and for access service requests and design layout records associated with Traffic Exchange facilities, including trunks and DS-1 (and higher capacity) facilities, as was maintained by Brightspeed prior to the Transaction closing date, subject to applicable FCC regulations.
- D. Following the Transaction close date, (i) Brightspeed shall continue to (a) provide service to CLEC under its ICA that is comparable to that which Brightspeed provided to CLEC prior to the Transaction, and (b) protect the CLEC's wholesale information from being used by Brightspeed's retail operations; and (ii) CLEC shall protect Brightspeed's LSR requests to port from being used by the CLEC retail operations to initiate retention efforts prior to completion of the number port.

Sec. II. Local Number Portability ("LNP"):

- A. Brightspeed will continue to process and complete LNP after the close of the Transaction so as, at a minimum, to meet Commission and FCC LNP requirements, as amended from time to time, and with at least the same level of quality and intervals as Brightspeed did prior to the close date of the Transaction.

Sec. III. Wholesale Services:

- A. Brightspeed shall not seek to increase the TELRIC or other Traffic Exchange facility rates in the CLEC ICA(s) where those rates are specifically set forth and/or referenced in such agreement and such facilities are still available.
- B. Brightspeed shall not seek to recover through rates set forth in the CLEC ICA(s) any one-time transfer, branding, or Transaction costs.

Sec. IV. Escalation Procedures and Point of Contact:

- A. Following the Transaction close date, and to the extent that Brightspeed and a CLEC subsidiary have an effective ICA, Brightspeed shall maintain updated escalation procedures, contact lists, and account manager information and will identify and assign a single point of contact to CLEC to address ICA systems and/or other issues.