



CARLA M. BUTLER

May 12, 2017

Via E-Filing Only

Filing Center
Oregon Public Utility Commission
P.O. Box 1088
Salem, OR 97308-1088
puc.filingcenter@state.or.us

Re: Third Party Transit Provider Amendment between Peerless Network of Oregon, LLC and Qwest Corporation dba CenturyLink QC
ARB 856

Dear:

Attached please find a Third Party Transit Provider Amendment to the Interconnection Agreement between Peerless Network of Oregon, LLC and Qwest Corporation dba CenturyLink QC.

Please feel free to contact me if you have any questions concerning the attached.
Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler". The signature is written in a cursive style.

Carla M. Butler
Paralegal

Attachment

310 SW Park Ave., 11th Flr.
Portland, OR 97205
Tel. 503.242.5420
Fax. 503.242.8589
carla.butler@centurylink.com

**Third Party Transit Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Peerless Network of Oregon, LLC
for the State of Oregon**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Peerless Network of Oregon, LLC (“Third Party Transit Provider”), collectively referred to as, the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”), as subsequently amended by the Parties, for service in the State of Oregon 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, Third Party Transit Provider wishes to offer transiting services to other telecommunications carriers and exchange that traffic with CenturyLink 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 Third Party Transit Provider exchanges traffic with CenturyLink. See Attachment 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.

Peerless Network of Oregon, LLC

DocuSigned by:
Scott Kell
E499DC691D64478

Signature

Scott Kell

Name Printed/Typed

EVP of Operations

Title

5/2/2017

Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Diane Roth
766DEF6A149A455

Signature

Diane Roth

Name Printed/Typed

Director-Wholesale

Title

5/3/2017

Date

ATTACHMENT 1

Terms of Third Party Transit Provider Amendment

Section 4.0 - DEFINITIONS

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. § 332 and FCC rules and orders interpreting that statute.

"Originating MTA" means a telephone call that originates in one MTA and terminates in another MTA.

"Terminating MTA" means a telephone call that originates in one MTA and terminates in another MTA.

"Internet Service Provider" means a provider of Internet access services for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Order on Petition for Enforcement, 17 FCC Rcd 11,000 (2002), which includes traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

"On-Access Telecommunications Traffic" means telecommunications traffic that originates and terminates in the same MTA.

"Commercial Atlas and Marketing Guide" means the Commercial Atlas and Marketing Guide used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

"Transit Traffic" means any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transmits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"CenturyLink Local Calling Area" means a geographic area within the same CenturyLink Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed. VNX does not include originating 8XX traffic.

"CLEC End User" means a CenturyLink end user and the CLEC end user in Time Division Multiplexing (TDM) or other multiplexed services between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (TDM) or other multiplexed services.

"Gateway CMRS Provider" means a CMRS provider of Telecommunications service.

Section 7.0 – INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1.1 CenturyLink 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. CenturyLink will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall comply with all state wholesale and retail service quality requirements. If CenturyLink experiences issues in meeting any service quality requirements for CenturyLink Services, CenturyLink will provide notice to CLEC of such issues and CLEC agrees that it will take actions necessary to remedy the issues CenturyLink identifies.

7.2 Exchange of Traffic

7.2.1.2.4.1 Pursuant to the terms of the Third Party Transit Provider Amendment, Third Party Transit Provider will be exchanging Exchange Service (EAS/Local), IntraMTA, ISP-Bound, IntraLATA LEC Toll, InterMTA and VoIP-PSTN traffic with CenturyLink for traffic originated by Third Party Transit Provider exchanging this traffic with CenturyLink, it will identify any Transit Customers to CenturyLink and CenturyLink will confirm that any proposed Transit Customers are not CenturyLink end users. CenturyLink will confirm that any proposed Transit Customers are not CenturyLink end users, prior to the exchange of any traffic with CenturyLink.

7.2.1.2.4.1.1 Third Party Transit Provider will follow applicable procedures of the LERG and the Third Party Transit Provider Agreement in order to identify the NPA-NXX(s) which will be routed through Third Party Transit Provider.

7.2.1.2.4.1.2 Third Party Transit Provider will provide appropriate call treatment per industry standards/guidelines for traffic from CenturyLink to the Third Party Transit Provider destined for its Transit Customers, where the appropriate network infrastructure may not be in place between the Third Party Transit Provider and its Transit Customers.

7.2.1.2.4.1.3 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.

7.2.1.2.4.2 Third Party Transit Provider and CenturyLink will continue to exchange traffic terminating to CenturyLink end users. Solely for purposes of this Third Party Transit Provider Amendment, all traffic originated by parties utilizing Third Party Transit Provider and terminating to CenturyLink end users will be treated as though originated by Third Party Transit Provider, including but not limited to terminating intercarrier compensation and compensation for use of local interconnection transport facilities.

7.2.1.2.4.2.1 Except as specifically described below, when CLEC acts as a Third Party Transit Provider, all traffic exchanged between CLEC and CenturyLink will be treated as wireline traffic for billing purposes. CenturyLink and CLEC will not separately identify WSP traffic.

7.2.1.2.4.2.1.1 CenturyLink will not pay CLEC any compensation for any InterMTA traffic. CenturyLink will bill Third Party Transit Provider for InterMTA traffic by using the InterMTA Factor in Exhibit A which will be calculated against all CenturyLink originated MOU routing through the CLEC terminating to a WSP end user. CenturyLink will bill CLEC for such traffic at Originating Interstate Access Rates out of the CenturyLink Access Tariff. The InterMTA Factor will be identified on Exhibit A and will stay in place unless either Party conducts a traffic study of CenturyLink originated traffic routed through the CLEC and terminating to a WSP end user. The study will be limited to twice a year and any change will be documented in an amendment.

7.2.1.2.4.3 Compensation for transiting traffic to Transit Customer will not be paid by CenturyLink to Third Party Transit Provider for CenturyLink end user originated traffic or transit traffic routed to CenturyLink that CenturyLink sends through the Third Party Transit Provider to terminate to Transit Customer.

7.2.1.2.4.4. Traffic that transits either Parties network will be included in the calculation of the Transit Customer's share of the cost of the transit service. The Transit Customer's share of the cost of the transit service will be calculated based on the Transit Customer's share of the total traffic transiting the network.

7.2.1.2.4.5 Y @) A @ A @ A U a c A / a) a A U | [c a ^ | A q a ^ A O ^ } c | ^ S a \ q A a a ^ { A U , a & @ | A A the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the Third Party Transit Provider and CenturyLink's End Office Switches, the Third Party Transit Provider shall order a direct trunk group to the CenturyLink End Office Switch. Subsequently, until the Third Party Transit Provider orders such direct trunk groups CenturyLink may not process or may reject the Third Party Transit Provider's traffic to the extent that the Third Party Transit Provider has established a Collocation arrangement at a CenturyLink End Office Switch location, and has available capacity, Transit Customer may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to Third Party Transit Provider.

7.2.1.2.4.6 This Third Party Transit Provider Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Third Party Transit Provider may have with CenturyLink, including tariffs, interconnection and/or access agreements.

7.2.1.2.4.7 This Third Party Transit Provider Amendment does not authorize Third Party Transit Provider to bill CenturyLink on behalf of Transit Customer for any charges associated with Local Interconnection Services (LIS) interconnection or Type 2 Interconnection facilities, including, but not limited to any reciprocal compensation arrangements contained in separate agreements with CenturyLink.

7.2.1.2.4.8 Third Party Transit Provider will not exchange VNXX traffic with CenturyLink.

7.2.1.2.4.9 Third Party Transit Provider 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.

7.2.1.2.4.10 Third Party Transit Provider will be responsible to provide transit records, in EMI category 11-01-XX format to CenturyLink, if required by CenturyLink.