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March 31, 2022

**VIA OVERNIGHT MAIL**

Ms. Aida Camacho, Secretary  
New Jersey Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Trenton, NJ 08625

Re: *I/M/O* Joint Petition of United Telephone Company of New Jersey, Inc.  
d/b/a CenturyLink and Peerless Network of New Jersey, LLC. for  
Approval of the Third Party Transit Provider Amendment to the  
Interconnection Agreement  
BPU Docket No. TO18121350

Dear Secretary Camacho:

Enclosed for filing is the Third Party Transit Provider Amendment to the Interconnection Agreement (“Amendment”) between by and between and United Telephone Company of New Jersey, Inc. d/b/a CenturyLink (“CenturyLink”) and Peerless Network of New Jersey, LLC (“Peerless”) for approval. The Interconnection Agreement that this Amendment is amending was filed on or about December 19, 2018 in BPU Docket No. TO18121350.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Pamela Sherwood

PS/sc

enclosures

cc: John Barnicle, President and CEO (*via electronic mail: regulatory@peerlessnetwork.com*)  
Patrick Phipps, Director (*via electronic mail: Pphipps@peerlessnetwork.com*)  
Tony Hiller, Sr. EVP Operations (*via electronic mail: thiller@peerlessnetwork.com*)

**STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES**

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<b>I/M/O JOINT PETITION FOR APPROVAL</b>	<b>:</b>	
<b>OF THE THIRD PARTY TRANSIT</b>	<b>:</b>	
<b>PROVIDER AMENDMENT TO THE</b>	<b>:</b>	<b>BPU DOCKET NO.</b>
<b>INTERCONNECTION AGREEMENT</b>	<b>:</b>	<b>TO18121350</b>
<b>BETWEEN UNITED TELEPHONE</b>	<b>:</b>	
<b>COMPANY OF NEW JERSEY, INC. D/B/A</b>	<b>:</b>	
<b>CENTURYLINK AND PEERLESS NETWORK</b>	<b>:</b>	
<b>OF NEW JERSEY, LLC</b>	<b>:</b>	

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**JOINT PETITION OF UNITED TELEPHONE COMPANY OF NEW JERSEY, INC.  
D/B/A CENTURYLINK**

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act"),<sup>1</sup> United Telephone Company of New Jersey, Inc. d/b/a CenturyLink ("CenturyLink"), respectfully files the attached Third Party Transit Provider Amendment to the Interconnection Agreement ("Amendment") between CenturyLink and Peerless Network of New Jersey, LLC. ("Peerless"). CenturyLink and Peerless request that the New Jersey Board of Public Utilities ("Board") approve the attached Amendment. In support, CenturyLink in conjunction with Peerless, state as follows:

**THE PARTIES**

1. CenturyLink is an Incumbent Local Exchange Carrier ("ILEC") authorized to provide local exchange telephone services in portions of the State of New Jersey.
2. Peerless is a Competitive Local Exchange Carrier ("CLEC") in the State of New Jersey.

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<sup>1</sup> Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

3. Peerless has executed an Amendment to the Agreement with CenturyLink under Section 251 for the State of New Jersey. A copy of the Peerless and CenturyLink Amendment is attached hereto at Appendix A.

### **THE AGREEMENT**

4. CenturyLink and Peerless have entered into the Amendment pursuant to Sections 251(b), (c) and 252(a) of the 1996 Act.

5. CenturyLink and Peerless have entered into the Third Party Transit Provider Amendment to the Interconnection Agreement which governs the terms and conditions for transport and termination of Telecommunications traffic.

6. The Amendment is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

7. The attached Amendment is effective upon Commission approval.

### **COMPLIANCE WITH THE 1996 ACT**

8. The Amendment satisfies the requirements for Board approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

"The State commission may only reject...an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement;  
or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]"

9. First, the Amendment does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i).

10. Second, the Amendment is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(A)(ii).

**APPROVAL OF THE AMENDMENT**

11. CenturyLink, in conjunction with Peerless, respectfully requests that the Board approve this Petition and the attached Amendment to the extent Board approval is required.

**WHEREFORE**, CenturyLink, with the concurrence of Peerless, respectfully requests that the Board approve the attached Amendment pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



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Pamela Sherwood, Esquire  
United Telephone Company of New Jersey,  
Inc. d/b/a CenturyLink  
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[Pamela.sherwood@lumen.com](mailto:Pamela.sherwood@lumen.com)

Dated: March 31, 2022

**Third Party Transit Provider Amendment  
to the Interconnection Agreement between  
United Telephone Company of New Jersey, Inc. d/b/a CenturyLink  
and  
Peerless Network of New Jersey, LLC  
for the State of New Jersey**

This Third Party Transit Provider Amendment (“Amendment”) is to the Interconnection Agreement between United Telephone Company of New Jersey, Inc. d/b/a CenturyLink (“CenturyLink”) and Peerless Network of New Jersey, LLC (“Third Party Transit Provider”), collectively referred to as, the “Parties.”

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the State of New Jersey that was executed by the Parties on November 7, 2018, 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 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.

**Peerless Network of New Jersey, LLC**

**United Telephone Company of New Jersey, Inc. d/b/a CenturyLink**

*Tony Hiller*  
Tony Hiller (Mar 31, 2022 10:07 CDT)

*Kimberly J. Povirk*  
Kimberly J. Povirk (Mar 31, 2022 11:01 CDT)

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Signature

\_\_\_\_\_  
Signature

Tony Hiller  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

Sr. Executive Vice President-Operations  
Title

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Mar 31, 2022  
Date

Mar 31, 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 CenturyLink 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 may be used.

“InterMTA Factors” are factors that are used in intercarrier compensation to determine InterMTA and InterMTA roaming MOUs when CenturyLink’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 CenturyLink 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 Service” means the use of CenturyLink’s network to deliver Transit Traffic.

“VoIP-PSTN Traffic” is traffic which is exchanged between a CenturyLink 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 of terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

## 2. INTERCONNECTION

2.1. 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 as a direct result of CLEC's offering of Third Party Transit 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.

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

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

2.2.2 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.

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. Third Party Transit Provider and CenturyLink will continue to exchange traffic under the terms of the Third Party Transit Provider's Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this 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.

2.3.1 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 CMRS traffic.

2.3.1.1 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 Table 1 which will be calculated against all CenturyLink originated MOU routing through the CLEC terminating to a CMRS 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 Table 1 and will stay in place unless either Party conducts a traffic study of CenturyLink 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 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. This amendment modifies the calculation to allocate facility costs between the Parties to include all traffic that is routed on the Third Party Transit Provider Tandem to Tandem trunk groups to be the CLEC's responsibility for purposes of allocating the shared costs for transport.

2.5. When the Third Party Transit Provider utilizes CenturyLink'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 CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month between the Third Party Transit Provider's switch and CenturyLink's Tandem Switch for delivery to and from one (1) of CenturyLink's End Office Switches, the Third Party Transit Provider must establish a POI with or order DTT to CenturyLink's End Office Switch. Upon notice by CenturyLink or anticipation of such traffic usage levels, the Third Party Transit Provider will order DTT or establish a POI, within 30 days, for direct trunk group(s) 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 orders for new trunk groups or trunk group augments to CenturyLink's tandems. 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's Switch.

2.6. This 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.

2.7. This Amendment does not authorize Third Party Transit Provider to bill CenturyLink 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 CenturyLink.

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

2.9. 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.

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

Table 1 - Rates

		<b>Embarq</b>		<b>February 1, 2017</b>
		<b>InterMTA</b>	<b>MRC</b>	<b>NRC</b>
		InterMTA Factor	10%	