



CenturyLink™

September 7, 2012

Ms. Breanne Potter
Asst Commission Secretary
Public Utilities Commission of Nevada
1150 East William Street
Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company dba CenturyLink
and Access Point, Inc. d/b/a/ North Carolina Access Point, Inc., for approval of the
Interconnection, Collocation and Resale Agreement for the State of Nevada pursuant to
Section 252 of the Telecommunications Act of 1996.

Dear Ms. Potter:

Enclosed for filing is a Joint Petition for Approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and Access Point, Inc. d/b/a North Carolina Access Point, Inc. ("Access Point"). CenturyLink and Access Point submit the Agreement for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996. Also enclosed is a check in the amount of \$200 to cover the filing fee.

If you have any questions, please contact me at (702) 244-7318. Thank you for your assistance.

Very truly yours,

Linda Stinar
Director Regulatory Affairs

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re: Joint Petition of Central Telephone
Company d/b/a CenturyLink and Access Point, Inc.)
d/b/a North Carolina Access Point, Inc., for)
approval of the Interconnection, Collocation and)
Resale Agreement for the State of Nevada Pursuant)
to Section 252 of the Telecommunications Act of)
1996.)

Docket No. 12 -

**JOINT PETITION FOR APPROVAL OF INTERCONNECTION, COLLOCATION AND
RESALE AGREEMENT FOR THE STATE OF NEVADA UNDER SECTIONS 251 AND
252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and Access Point, Inc. d/b/a North Carolina Access Point, Inc. (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission of Nevada (the "Commission") for approval of the Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto as Attachment A (the "Agreement").

The Parties submit the Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Agreement set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Agreement. With respect to Section 252(e) (2) of the Act, the Parties assert that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement. The implementation of the Agreement is consistent with the public interest, convenience, and necessity. The Agreement does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Agreement consistent with the intent of the Act.

Dated this 7th day of September, 2012.

**Access Point, Inc. d/b/a North Carolina
Access Point, Inc.**

**Central Telephone Company d/b/a
CenturyLink**

DocuSigned by:
Richard Brown
By: Richard E. Brown
28D42A4EBC11408...
CEO
1100 Crescent Green, Suite 109
Cary, NC 27518

DocuSigned by:
Linda Stinar
By: Linda C. Stinar
2F817104E48D4C2...
Director Regulatory Affairs
6700 Via Austi Parkway
Las Vegas, Nevada 89119

Attachment A



**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE
OF
NEVADA**

**Access Point, Inc.
and
Central Telephone Company d/b/a CenturyLink**

EXPIRATION: December 11, 2013

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between Access Point, Inc., ("CLEC"), a North Carolina corporation, and Central Telephone Company, dba CenturyLink ("CenturyLink") a Nevada corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Nevada.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the state of Nevada entered into by and between QuantumShift Communications, Inc., dba vCom Solutions and Central Telephone Company dba CenturyLink, dated December 12, 2011, as filed with the Nevada Public Service Commission ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and CenturyLink pertaining to the subject matter hereof, applicable to the state of Nevada.

2. PARTIES

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for QuantumShift Communications, Inc., and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the QuantumShift Communications, Inc., dba vCom Solutions' Agreement are being adopted by CLEC pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CLEC as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;

- (b) if the provision of the Terms to CLEC are not technically feasible; and/or to the extent CLEC already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
- 3.4 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through December 11, 2013, and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

Access Point:
Richard E. Brown, CEO
1100 Crescent Green, Suite 109
Cary, NC 27518
Phone: 919-827-0449
Email: Richard.brown@accesspointinc.com

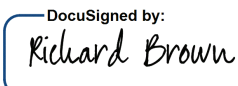
CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With copy to

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

IN WITNESS WHEREOF, Access Point, Inc., and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

ACCESS POINT, INC.

DocuSigned by:

29D42A4EBC11409...
Signature

Richard E. Brown
Printed Name

CEO
Title

7/13/2012

Date

**CENTRAL TELEPHONE COMPANY DBA
CENTURYLINK**

05E9FC68BD57454...

DocuSigned By: L. T. Christensen
Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

7/16/2012

Date

CERTIFICATE OF SERVICE

I hereby certify that I have on this 7th day of September 2012, served a copy of the Certificate of Service for the *Petition for Approval of Interconnection, Collocation and Resale Agreement* for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996, between Central Telephone Company dba CenturyLink and Access Point, Inc. d/b/a North Carolina Access Point, Inc. of upon all parties:

Via Hand Delivery:

Ms. Breanne Potter (original)
Asst Commission Secretary
Public Utilities Commission of Nevada
9075 West Diablo Drive, Suite 250
Las Vegas, Nevada 89148

I hereby certify that I have this day served the foregoing documents upon the following parties by either postage pre-paid U.S. Mail or electronic mail to:

Access Point, Inc.
d/b/a North Carolina Access Point, Inc.
Richard E. Brown
1100 Crescent Green, Suite 109
Cary, NC 27518

Bureau of Consumer Protection
Eric Witkoski
555 E. Washington St., Suite 3900
Las Vegas, NV 89101
bcpserv@ag.nv.gov

I hereby certify that I have this day served Document Available Notice by electronic transmission or postage pre-paid U.S. Mail to an acceptable location to the list established pursuant to NAC 703.296:

David Collier, Janice Ono,
Randy Brown & Roger Moffitt
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San Diego, CA 92101
esther.northrup@cox.com

Margaret Tobias
Tobias Law Office
460 Pennsylvania Ave
San Francisco, CA 94107
marg@tobiaslo.com

Commercial Telephone Exchange, Inc.
P.O. Box 11527
Reno, NV 89510


Public Utilities Commission of Nevada
pucn.sc@puc.nv.gov

I hereby certify the foregoing documents are being made available for inspection at website Internet address: <http://pucweb1.state.nv.us/PUCN/> and http://www.centurylink.com/wholesale/clec_nv.html.

The foregoing documents are available in electronic format or paper format by sending a request to:

Paper: Linda Stinar
CenturyLink
6700 Via Austi Pkwy
Las Vegas, Nevada 891119

Electronic: linda.c.stinar@CENTURYLINK.com


Linda Stinar, an employee of Central Telephone
Company dba CenturyLink

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Petition of Central Telephone Company d/b/a)	
CenturyLink and Access Point, Inc. d/b/a North)	
Carolina Access Point, Inc. for approval of an)	
Interconnection, Collocation, and Resale Agreement)	Docket No. 12-09002
pursuant to Section 252 of the Telecommunications)	
Act of 1996.)	
_____)	

NOTICE OF JOINT PETITION FOR APPROVAL OF AN INTERCONNECTION,
COLLOCATION, AND RESALE AGREEMENT BETWEEN
TELECOMMUNICATION CARRIERS
UNDER SECTION 252 OF THE TELECOMMUNICATIONS ACT
AND
NOTICE OF PENDENCY OF HEARING

Central Telephone Company d/b/a CenturyLink ("CenturyLink") and Access Point, Inc. d/b/a North Carolina Access Point, Inc. ("NCAP") filed a Joint Petition, designated as Docket No. 12-09002, with the Public Utilities Commission of Nevada ("Commission") for approval of an Interconnection, Collocation, and Resale Agreement pursuant to Section 252 of the Telecommunications Act of 1996.

This Notice serves only to notify the public that the Commission has received the above-referenced filing. It is the responsibility of interested persons to review the filing and monitor the proceedings to determine their desired levels of involvement based on how this matter may affect their unique situations. The details provided within this Notice are for informational purposes only and are not meant to be an all-inclusive overview of the filing.

Interested and affected persons may obtain a copy of the Joint Petition from the Commission and may file comments pertaining to the Joint Petition at either of the Commission's offices on or before MONDAY, OCTOBER 8, 2012. Any comments must be simultaneously served on the Commission, the parties to the Agreement, the Regulatory Operations Staff of the Commission, and the Nevada Attorney General's Bureau of Consumer

DOCUMENT REVIEW AND APPROVAL ROUTING	
DRAFTED BY: <u>MT</u>	
FINAL DRAFT ON <u>9 / 10 / 12</u> AT <u>2:45</u> <u>P</u> <u>M</u>	
REVIEWED & APPROVED BY:	DATE
<input type="checkbox"/> ADMIN / ASST (_____) _____	_____ / _____ / _____
<input checked="" type="checkbox"/> COMM / COUNSEL <u>GW</u> _____	<u>9 / 10 / 12</u>
<input type="checkbox"/> SECRETARY / ASST SEC. _____	_____ / _____ / _____
<input type="checkbox"/> OTHER (_____) _____	_____ / _____ / _____

Protection. In response to the comments filed on or before MONDAY, OCTOBER 8, 2012, the Petitioners may file reply comments and legal arguments on or before TUESDAY, OCTOBER 23, 2012.

The Commission has jurisdiction over this matter and legal authority to conduct proceedings pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.040 and 704.120, NAC 703.290, and 47 United States Code ("U.S.C.") §252(e).

NOTICE IS HEREBY GIVEN that a public HEARING in the above matter will be held as follows:

THURSDAY, OCTOBER 25, 2012
1:30 P.M.
Hearing Room B
Public Utilities Commission of Nevada
9075 W. Diablo Drive, Suite 250
Las Vegas, Nevada 89148

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Petition or a request for a hearing by MONDAY, OCTOBER 8, 2012, the hearing will be cancelled.

Pursuant to 47 U.S.C. §252(e) and NRS 704.120, the Commission will receive evidence pertaining to the issues raised by filed comments and any responses by Petitioners regarding any dispute over the terms and conditions of the Agreement.


Pursuant to 47 U.S.C. §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that (i) the agreement discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement is not consistent with the public interest, convenience, and necessity.

At the hearing, the Commission may also consider issues related to the provisions of 47

U.S.C. §251 and 252 and Chapters 703 and 704 of the NRS and NAC, may discuss public comments, and may make decisions on the procedural issues raised at the hearing.

In accordance with NRS 704.6877 and NAC 703.290, this Petition is available at the Commission's website at: <http://puc.nv.gov>.

By the Commission,



BREANNE POTTER,
Assistant Commission Secretary

Dated: Carson City, Nevada

9-11-12

(SEAL)

