



March 19, 2013

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 Wide Voice, LLC for approval of a Master 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 a Master 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 Wide Voice, LLC. CenturyLink and Wide Voice, LLC submit the agreement for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed is a draft notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877. A check in the amount of \$200 is also enclosed 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,

A handwritten signature in cursive script that reads "Linda Stinar".

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 Wide |) | |
| Voice, LLC for approval of a |) | Docket No. 13 - |
| Master Interconnection, Collocation and |) | |
| Resale Agreement for the State of Nevada |) | |
| Pursuant to Section 252 of the |) | |
| Telecommunications Act of 1996. |) | |

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

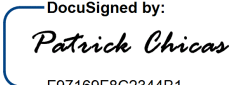
Central Telephone Company d/b/a CenturyLink and Wide Voice, LLC (collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (the “Commission”) for approval of a Master Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto as Attachment 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 an 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 13th day of March, 2013.

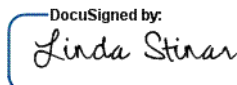
Wide Voice, LLC

By: 

F07169F8C2344B4...

Patrick J. Chicas
President
410 South Rampart, Suite 390
Las Vegas, NV 89145

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

By: 

2F817104E48D4C2...

Linda C. Stinar
Director Regulatory Affairs
6700 Via Austi Parkway
Las Vegas, Nevada 89119

Attachment A

Interconnection, Collocation and Resale Agreement

Between

Wide Voice, LLC

and

Central Telephone Company d/b/a CenturyLink

for the

State of Nevada

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into this 13th day of March, 2013, by and between Wide Voice, LLC ("CLEC"), a Nevada CLEC, and Central Telephone Company d/b/a CenturyLink ("CenturyLink"), a Nevada ILEC, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of 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 Master Interconnection, Collocation and Resale Agreement, as amended, for the state of Nevada, entered into by and between Cox Nevada Telcom, LLC and CenturyLink, dated May 1, 2009, as filed with the Nevada Public Utilities Commission ("Adopted Agreement"). At the time of the 2009 agreement, CenturyLink was known as Central Telephone Company d/b/a Embarq or "Embarq." Amendment No. 1 of the Cox Nevada Telcom – CenturyLink agreement is dated January 3, 2013.
- 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 Cox Nevada Telcom LLC, and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the Adopted 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 July 1, 2015, unless cancelled or terminated earlier in accordance with the terms of the Adopted 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:

If to CLEC:

Tara Odenthal, Operations Manager
Wide Voice, LLC
410 South Rampart, Suite 390
Las Vegas, NV 89145
tara@widevoice.com
702-553-3007

With a copy to:

Patrick Chicas, President
Wide Voice, LLC
410 South Rampart, Suite 390

to CenturyLink:

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

With a copy to:

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202

Las Vegas, NV 89145
pjc@widevoice.com
702-553-3007

Email: Legal.Interconnection@centurylink.com
Phone: 303-383-6553

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

Wide Voice, LLC

DocuSigned by:
Patrick Chicas
E97169E8C2344B1...

Signature

Patrick J. Chicas
Printed Name

President
Title

3/19/2013
Date

CenturyLink

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

3/19/2013
Date

**PUBLIC UTILITIES COMMISSION OF NEVADA
DRAFT NOTICE**

(Per NRS 704.6877, this notice is not required to be published in the newspaper)

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested (see NAC 703.160(4)(a)):

Joint Petition for approval of a Master Interconnection, Collocation and Resale Agreement between Central Telephone Company d/b/a CenturyLink and Wide Voice, LLC for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):

Central Telephone Company d/b/a CenturyLink and Wide Voice, LLC

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):

Central Telephone Company d/b/a CenturyLink and Wide Voice, LLC submit a Master Interconnection, Collocation and Resale Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the agreement is consistent with the public interest, convenience, and necessity. The agreement does not violate any requirement of the Commission.

A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)1:

No consumer session is required to be held.

If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.

Not applicable.

1 NRS 704.069 states in pertinent part:

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

CERTIFICATE OF SERVICE

I hereby certify that I have on this 19th day of March 2013, served a copy of the Certificate of Service for the *Joint Petition for Approval of a Master 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 d/b/a CenturyLink and Wide Voice, LLC 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:

Wide Voice, LLC
Tara Odenthal, Operations Manager
410 S. Rampart, Suite 390
Las Vegas, NV 89145
tara@widevoice.com

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:

Janice Ono,
Randy Brown
AT&T Nevada
645 East Plumb, Room C144
Reno, NV 89520
janice.ono@att.com
randy.brown@att.com

Charlie Born
Pam Pittenger
Frontier Communications
P.O. Box 340
Elk Grove, CA 95759
charlie.born@ftr.com
pam.pittenger@ftr.com

Harold Oster
Rio Virgin d/b/a Reliance Connects
61 W. Mesquite Blvd.
Mesquite, NV 89027
osterh@cuaccess.net

Marilyn Ash
Mpower Comm. Corp d/b/a
US Telepacific
620 3rd St.
San Francisco, CA 94107
ashm@telepacific.com

Mark DiNunzio
Cox Nevada Telecom, LLC
1515 W. Deer Valley Rd.
Phoenix, AZ 85027
mark.dinunzio@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