



March 25, 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 Telecommunications of Nevada, LLC for approval of an Amendment to the Master
Interconnection 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 an Amendment to the Master
Interconnection 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 Telecommunications of Nevada, LLC. CenturyLink and
Telecommunications of Nevada, LLC submit the Amendment 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,

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
Telecommunications of Nevada, LLC, for
approval of the Master Interconnection 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 AN AMENDMENT TO THE MASTER
INTERCONNECTION 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 Telecommunications of Nevada, LLC, collectively referred to as the "Parties", hereby petition the Public Utilities Commission (the "Commission") for approval of an Amendment to the Master Interconnection and Resale Agreement ("Agreement") for the State of Nevada, attached hereto as Attachment A ("Amendment").

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

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

Dated this 25th day of March, 2013.

Central Telephone Company d/b/a
CenturyLink

By: 

Larry Christensen
Director Wholesale Contracts
930 15TH ST
Denver, CO

By: 

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

Telecommunications of Nevada, LLC

By: 

Gegi Leeger
Director - Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, VA 20171

Attachment A

ICC VoIP Amendment
to the
Master Interconnection and Resale Agreement
between
Central Telephone Company d/b/a CenturyLink
and
XO Telecommunications of Nevada, LLC

This Amendment ("Amendment") is to the Master Interconnection and Resale Agreement between Central Telephone Company d/b/a CenturyLink ("CenturyLink"), and XO Telecommunications of Nevada, LLC ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Master Interconnection and Resale Agreement ("Agreement") for service in the State of Nevada, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP-PSTN traffic between the Parties in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with 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 replacing and adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

XO Telecommunications of NV/EQ/ICC VoIP Amendment-NV

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the change of law provision in section 3.2 of the Agreement, the Parties agree to implement the provisions of this Amendment effective 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 representatives. 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.

Reservation of Rights

The Parties agree that by entering into this ICC VoIP Amendment, they are setting forth their agreement to address the matters set forth herein for purposes of this Amendment only, the terms of which are enforceable by both parties. Subject to the foregoing, the Parties reserve the right to advocate any positions with regard to the matters set forth herein before all relevant forums, and the terms of this Amendment shall not be deemed or considered: 1) to have any probative value as to the substance of either Party's rights or advocacy positions 2) to constitute the acquiescence by either Party, other than for purposes of enforcing this Amendment; nor 3) to constitute a waiver of, any of their advocacy positions, whether policy, legal or otherwise, including without limitation their positions regarding traffic sent without valid originating information and the appropriate Local Interconnection Service Percent VoIP Usage factor applicable to interconnection facilities provided by CLEC.

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, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

XO Telecommunications of Nevada, LLC

CenturyLink

DocuSigned by:

Signature
0172243965904D7...

Steve Nocella
Name Printed/Typed

EVP Network Operations
Title

3/22/2013
Date

05E9FC68BD57454...

Signature
DocuSigned By: L T Christensen

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

3/22/2013
Date

Attachment 1

ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

Section 1 – DEFINED TERMS

“VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between the Parties in Time Division Multiplexing (“TDM”) format that originates and/or terminates at an end user location in Internet Protocol (“IP”) format, as determined in the Order.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the same CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be “Local Traffic” as such term is used in the Agreement.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in separate CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

1. LOCAL INTERCONNECTION ARRANGEMENT

1.2 Except for Toll VoIP-PSTN Traffic, non-equal access IntraLATA toll traffic (i.e. IntraLATA access traffic which is not routed to an IXC) and jointly provided switched access (as defined by MECAB and MECOD) the Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, the Parties agree to work together to attempt to promptly resolve the dispute. CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

2. INTERCARRIER COMPENSATION

2.1 VoIP-PSTN Traffic

2.1.1 Local VoIP-PSTN Traffic

2.1.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree

otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

2.2 Toll VoIP-PSTN Traffic

(a) CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic that transits a CenturyLink Tandem, at each Party's applicable interstate switched access rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Any non-Local Traffic that is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 55.1.4 above. Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

(b) Toll VoIP-PSTN that is intrastate non-Local Traffic will be exchanged at each Party's applicable interstate switched access tariff rates. Each Party will use the Contract Percentage VoIP Usage (Contract-PVU) factor, as provided in Table One to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. Any Toll VoIP-PSTN that is intrastate non-Local Traffic and transits a CenturyLink Tandem, shall also be exchanged at each Party's applicable interstate switched access tariff rates after applying the Contract-PVU factor in Table One.

(c) Each Party's Contract-PVU factor shall represent the percentage of total terminating intrastate non-Local Traffic routed to the other Party that is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU, would be billed at

intrastate access rates. CLEC shall determine its Contract-PVU factor based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. At the time of execution of this Amendment, CenturyLink does not provide VoIP services to its end users; therefore, CenturyLink's Contract- PVU factor is equal to zero (0). Thus the Parties have mutually agreed to utilize the Contract-PVU factor provided by CLEC as the Contract PVU factor in Table One. Either Party's Contract-PVU factor and the Contract-PVU factor in Table One may be updated by a further Amendment mutually negotiated by the Parties.

(d) The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

(e) Any PVU factors established by the Parties shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

2.3 Either Party may provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable interstate switched access tariff rate to all traffic deemed Toll VoIP-PSTN Traffic on an automated basis.

3. Signaling Parameters

3.1 Each Party will pass the proper signaling information (identifying the originating Calling Party Number (CPN) or Charge Number (ChN) if different from the CPN), as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be passed unchanged including CPN, ChN, on all calls. All privacy indicators will be honored. Unless the FCC has granted a waiver, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN. ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. If either Party fails to provide valid originating information, the Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

Table One

| MRC | NRC | | | |
|-----|-----|---|--|------------|
| | | Toll VoIP-PSTN Traffic | MRC | NRC |
| | | Toll VoIP-PSTN Traffic | CenturyLink's Interstate Access Tariff | |
| | | VOIP Percent of Intrastate Non-Local Usage (Contract-PVU) | 6% | |

**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 an Amendment to the Master Interconnection and Resale Agreement between Central Telephone Company d/b/a CenturyLink and Telecommunications of Nevada, 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 Telecommunications of Nevada, 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 Telecommunications of Nevada, LLC submit an Amendment to the Master Interconnection 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 Amendment is consistent with the public interest, convenience, and necessity. The Amendment 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 25th day of March 2013, served a copy of the Certificate of Service for the *Joint Petition for Approval of an Amendment to the Master Interconnection 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 Telecommunications of Nevada, 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:

Telecommunications of Nevada, LLC
Gegi Leeger
Director – Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, VA 20171
Gegi.Leeger@xo.com

Bureau of Consumer Protection
Eric Witkoski
555 E. Washington St., Suite 3900
Las Vegas, NV 89101
bcpserve@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://puc.nv.gov/> 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 Telecommunications of Nevada,)
LLC d/b/a XO Communications, LLC for approval)
of an Amendment to their Master Interconnection)
and Resale Agreement pursuant to Section 252 of)
the Telecommunications Act of 1996.)

Docket No. 13-03028

NOTICE OF JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO A MASTER
INTERCONNECTION 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 and Telecommunications of Nevada,
LLC d/b/a XO Communications, LLC (collectively, "Joint Petitioners") filed with the Public
Utilities Commission of Nevada ("Commission") a Joint Petition, designated as Docket No. 13-
03028, for approval of an Amendment to their Master Interconnection 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 FRIDAY, APRIL 26, 2013. 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>MFT</u> | |
| FINAL DRAFT ON <u>4</u> / <u>2</u> / <u>13</u> AT <u>11</u> : <u>15</u> <u>A</u> <u>M</u> | |
| REVIEWED & APPROVED BY: | DATE |
| <input type="checkbox"/> ADMIN / ASST. (_____) _____ | _____ / _____ / _____ |
| <input checked="" type="checkbox"/> COMM / COUNSEL <u>GCW</u> | <u>4</u> / <u>2</u> / <u>13</u> |
| <input type="checkbox"/> SECRETARY / ASST. SEC. _____ | _____ / _____ / _____ |
| <input type="checkbox"/> OTHER (_____) _____ | _____ / _____ / _____ |

Protection. In response to the comments filed on or before FRIDAY, APRIL 26, 2013, the Joint Petitioners may file reply comments and legal arguments on or before MONDAY, MAY 13, 2013.

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:

FRIDAY, MAY 17, 2013
1:00 P.M.
Hearing Room B
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, NV 89701

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Joint Petition or a request for a hearing by FRIDAY, APRIL 26, 2013, 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 Joint Petitioners regarding any dispute over the terms and conditions of the Agreement.

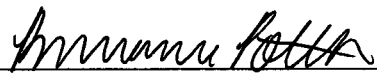
Pursuant to 47 U.S.C. §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that (i) the agreement discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement is not consistent with the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

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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 Joint 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

4-3-13

(SEAL)

