

June 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 Broadvox-CLEC, LLC for approval of the Amendment to 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 Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada under Section 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and Broadvox-CLEC, LLC. CenturyLink and Broadvox-CLEC, 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** 

Linda Stern

Enclosures

#### BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone Company d/b/a CenturyLink and Broadvox-CLEC, LLC for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket No.

## JOINT PETITION FOR APPROVAL OF THE AMENDMENT TO 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 Broadvox-CLEC, LLC (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto is the Amendment.

The Parties submit the Amendment 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 in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Amendment 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. 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 Amendment. The implementation of the Amendment 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 consistent with the intent of the Act.

Dated this 19th day of JUNE, 2013.

Broadvox-CLEC, LLC

VP Network Planning and Regulatory

75 Erieview Plaza, Suite 400

Cleveland, Ohio 44114

Central Telephone Company d/b/a CenturyLink

Linda C. Stinar

Director Regulatory Affairs 6700 Via Austi Parkway Las Vegas, Nevada 89119

### Attachment A

# ICC VoIP Amendment to the Interconnection Agreement between Central Telephone Company f/k/a Embarq d/b/a CenturyLink and Broadvox–CLEC, LLC for the State of Nevada

This Amendment ("Amendment") is to the Interconnection Agreement between Central Telephone Company f/k/a Embarq d/b/a CenturyLink ("CenturyLink"), and Broadvox–CLEC, LLC ("CLEC") (collectively, the "Parties").

#### **RECITALS**

WHEREAS, the Parties entered into an Interconnection 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 traffic between CLEC providers and LECs 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.

The Agreement hereby amends the reciprocal compensation rates and includes a Contract-PVU factor set forth in Table 1 and attached hereto and incorporated herein by this reference.

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.

#### **Effective Date**

This Amendment shall be deemed effective upon Commission approval.

#### **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 representative. 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.

#### **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.

Broadvox-CLEC, LLC	Central Telephone Company f/k/a Embarq d/b/a CenturyLink	
DocuSigned by:  Lyle Bertrand  60237DEB7BB348B	05E9FC68BD57454  L T Christensen  _DocuSigned By: L T Christensen_	
Signature	Signature	
Kyle Bertrand Name Printed/Typed	L. T. Christensen Name Printed/Typed	
VP, Network Planning & Regulatory	Director – Wholesale Contracts	
Title 6/7/2013	Title 6/7/2013	
Date	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

"End User Customer" means a third party Customer that subscribes to a Telecommunications or Information Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers, ISPs, or Interconnected VoIP providers.

"VoIP-PSTN Traffic" shall include any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged over PSTN facilities in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VolP-PSTN Traffic" is VolP-PSTN Traffic that is Local Traffic as defined in the Agreement.

"Toll VolP-PSTN Traffic" is VolP-PSTN Traffic that is not Local Traffic as defined in the Agreement.

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local, intraLATA toll, and Toll VoIP-PSTN minutes between the Parties sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

#### Section 55 - LOCAL INTERCONNECTION TRUNK ARRANGEMENT

55.1.4 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 either Party routes any traffic to the other Party in violation of this section, the other Party shall be entitled to compensation for such traffic at the rates applicable to such traffic at the time it was routed. A Party routing such traffic will cease routing such traffic. Any such action will be taken in accordance with the Dispute Resolution provisions in the Agreement.

#### Section 56 – INTERCARRIER COMPENSATION

- 56.5 INTENTIONALLY LEFT BLANK
- 56.6 VolP-PSTN Traffic

#### 56.6.1 Local VolP-PSTN Traffic

CLEC and CenturyLink will exchange Local VolP-PSTN Traffic at the same rate that applies to ISP-bound traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local by using the originating and terminating call detail information of each call unless the Parties specifically amend the Agreement to agree otherwise. This call jurisdiction method described herein for VolP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of such calls may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 unreasonably 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.

#### 56.6.2 Toll VolP-PSTN Traffic

- CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's interstate access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 55.1.4 above. VolP-PSTN Traffic will be identified as either Local Traffic or non-Local 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 for VolP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of a VolP-PSTN call may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement on alternate methods to establish call jurisdiction for Toll VolP-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 unreasonably withheld by either Party.
- (b) Toll VoIP-PSTN which is intrastate non-Local Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor 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. The Parties will utilize a combination of the Contract-PVUs provided both by CenturyLink and CLEC in making the billing adjustments discussed in Section 56.6.3. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be

exchanged at interstate switched access tariff rate. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

- (c) The Contract-PVU factor shall be the percentage of total terminating intrastate non-Local Traffic which is Toll VoIP-PSTN Traffic, which in the absence of such Contract-PVU, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties, or any other mutually agreed upon proxy consistent with the FCC's rules and orders. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol. The Contract-PVU factor 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.
- (e) Any factors established by the Parties for the previous sections of 56.6.2 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.
- 56.6.3 CenturyLink and CLEC shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an automated basis.
- 56.8 The billing party will determine the jurisdiction of a call if the billing party has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the billed party will identify the Percent Local Usage (PLU) factor to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. The billing party may request the billing party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the billing party. Should the documentation indicate that the factor should be changed by the billing party; the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs
  - 55.8.1 If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.
- 56.12 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules 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 provided unchanged including CPN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than

an End User Customer's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

#### TABLE ONE

RECIPROCAL COMPENSATION (Opt-In FCC ordered Rates, per MOU)	Local traffic termination- per minute of use	Shared Transport for Indirect Traffic – per minute of use
Current - June 30, 2012	\$.0007	N/A
Plan Year 1: July 1, 2012 - June 30, 2013	\$.0007	N/A
Plan Year 2: July 1, 2013 - June 30, 2014	\$.0007	N/A
Plan Year 3: July 1, 2014 - June 30, 2015	\$.0007	N/A
Plan Year 4: July 1, 2015 - June 30, 2016	\$.0007	N/A
Plan Year 5: July 1, 2016 - June 30, 2017	\$.0007	N/A
Plan Year 6: July 1,2017 - June 30, 2018	\$0	\$.0007
Plan Year 7: July 1, 2018 - June 30, 2019	\$0	\$.0007
ISP BOUND TRAFFIC		
Local ISP Bound Traffic- per MOU	Bill and Keep	NA

MRC	NRC			
		Toll VolP-PSTN Traffic	MRC	NRC
		Toll VolP-PSTN Traffic	CenturyLink's Interstate Access Tariff	
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	0%	

### 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 the Amendment to the Interconnection, Collocation and Resale Agreement between Central Telephone Company d/b/a CenturyLink and Broadvox-CLEC, LLC for the State of Nevada under Section 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 Broadvox-CLEC, 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 Broadvox-CLEC, LLC submit the Amendment to the 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 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.

<sup>1</sup> NRS 704.069 states in pertinent part:

<sup>1.</sup> 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:

<sup>(</sup>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 19<sup>th</sup> day of June 2013, served a copy of the Certificate of Service for the *Joint Petition for Approval of the Amendment to the Interconnection, Collocation and Resale Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and Broadvox-CLEC, LLC upon all parties:

#### Via Hand Delivery:

Reno, NV 89510

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:

Broadvox-CLEC, LLC Bureau of Consumer Protection

Kyle Bertrand Eric Witkoski

VP Network Planning and Regulatory 555 E. Washington St., Suite 3900

75 Erieview Plaza, Suite 400 Las Vegas, NV 89101 Cleveland, Ohio 44114

kbertrand@broadvox.com 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,Charlie BornRandy BrownPam Pittenger

AT&T Nevada Frontier Communications

645 East Plumb, Room C144 P.O. Box 340

Reno, NV 89520 Elk Grove, CA 95759
janice.ono@att.com
randy.brown@att.com
pam.pittenger@ftr.com

Harold Oster Marilyn Ash

Rio Virgin d/b/a Reliance Connects Mpower Comm. Corp d/b/a

61 W. Mesquite Blvd. US Telepacific Mesquite, NV 89027 US Telepacific 620 3<sup>rd</sup> St.

osterh@cuaccess.net San Francisco, CA 94107 ashm@telepacific.com

asime elepacine.com

Mark DiNunzioMargaret TobiasCox Nevada Telecom, LLCTobias Law Office1515 W. Deer Valley Rd.460 Pennsylvania AvePhoenix, AZ 85027San Francisco, CA 94107

mark.dinunzio@cox.com marg@tobiaslo.com

Commercial Telephone Exchange, Inc. Public Utilities Commission of Nevada

P.O. Box 11527 <u>pucn.sc@puc.nv.gov</u>

I hereby certify the foregoing documents are being made available for inspection at website Internet address: <a href="http://puc.nv.gov/">http://puc.nv.gov/</a> and <a href="http://www.centurylink.com/wholesale/clec\_nv.html">http://www.centurylink.com/wholesale/clec\_nv.html</a>.

### 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 89119

Electronic: linda.c.stinar@centurylink.com

Linda Stinar, an employee of Central Telephone

Company dba CenturyLink

Linda Stein

#### BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Petition of Central Telephone Company d/b/a CenturyLink and Broadvox-CLEC, LLC for approval of an Amendment to their Interconnection Agreement pursuant to Section 252 of the Telecommunications Act of 1996.	)	Docket No. 13-06034
NOTICE OF IOINT PETITION FOR APPRO	, VAI O	F AN AMENDMENT TO

# NOTICE OF JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION 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 Broadvox-CLEC, LLC (collectively, "Joint Petitioners") filed with the Public Utilities Commission of Nevada ("Commission") a Joint Petition, designated as Docket No. 13-06034, for approval of an Amendment to their Interconnection 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.

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DOCUMENT REVIEW AND APPROVAL	ROUTING
DRAFTED BY. MFT  FINAL DRAFT ON: 6 /21 /13 AT 10:	OU A M
REVIEWED & APPROVED BY:	DATE:
ADMIN ASST. ()  COMM COUNSEL	6 121 13
SECRETARY / ASST. SEC.	
OTHER ()	

Docket No. 13-06034 Page 2

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, JULY 22, 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 Protection. In response to the comments filed on or before MONDAY, JULY 22, 2013, the Joint Petitioners may file reply comments and legal arguments on or before TUESDAY, AUGUST 6, 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, AUGUST 9, 2013 1:30 P.M. Hearing Room B Public Utilities Commission of Nevada 1150 East 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 MONDAY, JULY 22, 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.

Docket No. 13-06034 Page 3

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 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

6-24-13

(SEAL)

