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August 31, 2016

Ms. Trisha Osborne
Assistant 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 d/b/a CenturyLink and Peerless Network of Nevada, LLC for approval of the Carrier Partner for Interconnection, Collocation and Resale VoIP Provider Amendment for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.

Dear Ms. Osborne:

Enclosed for filing is a Joint Petition for approval of the Carrier Partner for Interconnection, Collocation and Resale Agreement for VoIP Provider amendment for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between Central Telephone Company d/b/a CenturyLink and Peerless Network of Nevada, LLC 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) 244-7150. Thank you for your assistance.

Very truly yours,

Connie M. Dike
Senior Analyst

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone
Company d/b/a CenturyLink and Peerless
Network of Nevada, LLC for approval of the
Carrier Partner for Interconnected VoIP Provider
Amendment for the State of Nevada Pursuant to
Section 252 of the Telecommunications Act of
1996.

Docket No. _____

**JOINT PETITION FOR APPROVAL OF CARRIER PARTNER FOR
INTERCONNECTED VOIP PROVIDER AMENDMENT FOR THE STATE OF NEVADA
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and Peerless Network of Nevada, LLC (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Carrier Partner for Interconnected VoIP Provider Amendment, attached hereto as Attachment A (the "Amendment") for the State of Nevada.

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 18th day of August, 2016

Peerless Network of Nevada, LLC
E499DC691D64478...

By: _____
Scott Kell, EVP Operations
222 S. Riverside Plaza Suite 2730
Chicago, IL 6060
Email: skell@peerlessnetwork.com

Central Telephone Company
d/b/a CenturyLink

By: Connie M. Dike
Connie Dike
6700 Via Austi Parkway
Las Vegas, Nevada 89119

**Carrier Partner for Interconnected VoIP Provider Amendment
to the Interconnection Agreement between
Central Telephone Company d/b/a CenturyLink
and
Peerless Network of Nevada, LLC
for the State of Nevada**

This Carrier Partner for Interconnected VoIP Provider Amendment ("Amendment") is to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink ("CenturyLink") and Peerless Network of Nevada, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement ("Agreement") for service in the State of Nevada which was executed by the parties on August 26, 2011; which, among other terms, required each party to provide for the exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015. CLEC will provide a switch for its use and seeks to combine CLEC's traffic with Interconnected VoIP Provider's VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this "Carrier Partner for Interconnected VoIP Provider Amendment" (the "Carrier Partner 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 the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011; 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 Agreement is hereby amended by adding specific terms and conditions under which CLEC exchanges traffic with CenturyLink as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner 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 Carrier Partner 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, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Peerless Network of Nevada, LLC

DocuSigned by:

 E499DC691D64478...
 Signature

Scott Kell
 Name Printed/Typed

EVP of Operations
 Title

8/4/2016
 Date

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

DocuSigned by:

 766DEF6A140A465...
 Signature

Diane Roth
 Name Printed/Typed

Director-Wholesale
 Title

8/5/2016
 Date

ATTACHMENT 1

The following language is added or hereby replaces the existing language, in the Agreement, in its entirety:

Terms of Carrier Partner Amendment

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC's interconnection trunks.

1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.

1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.

1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).

1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the CLEC's Switch and routed on the CLEC's interconnection trunk groups.

1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.

2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing CLEC and terminating to CenturyLink end users or transiting CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.

4. Interconnected VoIP Provider traffic will be included as the CLEC's responsibility in accordance with applicable terms of the Agreement. The Parties understand and agree that the nature of VoIP technology results in differing traffic patterns, while not changing the compensation required under Applicable Law. VoIP technology may permit an end user to move between places while still having access to its VoIP telephony services ("Nomadic VoIP"), which may make the Parties unable to properly track and bill applicable compensation charges. In addition, fixed locations may use telephone numbers not associated with the rate center of the fixed location, creating traffic patterns similar to VNXX Traffic, discussed elsewhere in this

Agreement. The Parties agree that, while such uses of VoIP telephony do not change compensation requirements under Applicable Law, they wish to establish a means of remedying issues while reducing the potential for dispute. As a result, CLEC represents that contracts with its customers will include provisions that traffic be properly routed and identified in order to facilitate proper compensation. If CenturyLink suspects that certain traffic exchanged under this Amendment is being routed in a way that avoids appropriate compensation being paid, it will provide CLEC written notice of the basis for its suspicion that such traffic is not Nomadic VoIP, and provide CLEC 45 days to remedy the situation or provide a response sufficient to show that such traffic is properly being routed and appropriate compensation being paid. If such traffic is not remedied, CLEC will be responsible for payment of appropriate compensation under Applicable Law for all such traffic including any Interconnected VoIP Provider traffic. The Parties will work cooperatively to address any compensation concerns. In addition, if Nomadic VoIP traffic rises above a *de minimus* level, the parties will jointly determine a method to track and pay appropriate compensation for such traffic.

5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.

6. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may temporarily discontinue accepting all traffic delivered over CLEC's trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC will establish a separate trunk group for the responsible Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.

12. Definitions

12.1 Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and demonstrates facilities readiness as described in the VoIP Numbering Order.

12.2 Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

12.3 Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 C.F.R. § 9.3 and that obtains numbering resources as described in the VoIP Numbering Order.

**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 Interconnection, collocation and resale agreement between Central Telephone Company d/b/a CenturyLink and Peerless Network of Nevada, LLC for the Carrier Partner for Interconnected VoIP Provider Amendment 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 Peerless Network 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 Peerless Network of Nevada, LLC submit the Carrier Partner for Interconnected VoIP Provider Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Amendment for the Interconnected VoIP Provider Amendment is consistent with the public interest, convenience, and necessity. The Interconnection Agreement 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 31st day of August 2016, served a copy of the Certificate of Service for the *Joint Petition for Approval of the Carrier Partner for Interconnected VoIP Provider Amendment 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 Peerless Network of Nevada, LLC upon all parties:

Via Hand Delivery:

Ms. Trisha Osborne (original)
Assistant 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:

Scott Kell
Peerless Network of Nevada, LLC
EVP Operations
222 S. Riverside Plaza Suite 2730
Chicago, ILL 60606
skell@peerlessnetwork.com

Eric Witkoski
Bureau of Consumer Protection
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:

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Randy Brown
David Collier
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Public Utilities Commission of Nevada
pucn.sc@puc.nv.gov

Steve Tackes
Kaempfer Crowell Law
510 W. 4th St.
Carson City, NV 89703
stackes@kcnvlaw.com

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: Connie Dike
CenturyLink
6700 Via Austi Pkwy
Las Vegas, Nevada 89119

Electronic: connie.m.dike@centurylink.com



Connie Dike, an employee of Central Telephone
Company d/b/a CenturyLink