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PUBLIC UTILITIES COMMISSION  
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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 ICC Voice over Internet Protocol (VoIP) amendment 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 ICC Voice over Internet Protocol (VoIP) amendment 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  
ICC Voice over Internet Protocol (VoIP)  
Amendment for the State of Nevada Pursuant to  
Section 252 of the Telecommunications Act of  
1996.

Docket No. \_\_\_\_\_

**JOINT PETITION FOR APPROVAL OF ICC VOICE OVER INTERNET PROTOCOL  
(VOIP) 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 ICC Voice over Internet Protocol (VoIP) 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 18<sup>th</sup> day of August, 2016

Peerless Network of Nevada, LLC  
E499DC691D64478...

By: \_\_\_\_\_  
Scott Kell, EVP Operations  
222 S. Riverside Plaza Suite 2730  
Chicago, IL 6060

Central Telephone Company  
d/b/a CenturyLink

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

**ICC VoIP Amendment  
to the Interconnection Agreement between  
Central Telephone Company dba CenturyLink  
and  
Peerless Network of Nevada, LLC  
For the state of Nevada**

This Amendment ("Amendment") is to the Interconnection Agreement between Central Telephone Company dba CenturyLink dba CenturyLink ("CenturyLink"), and Peerless Network of Nevada, 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 VoIP 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.

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; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

**Further Amendments**

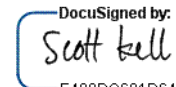
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized 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.

**Peerless Network of Nevada, LLC**


DocuSigned by:  
  
 E499DC691D64478...  
 Signature

Scott Kell  
 Name Printed/Typed

EVP of Operations  
 Title

7/25/2016  
 Date

**Central Telephone Company dba CenturyLink**

DocuSigned by:  
  
 700DEF0A149A455...  
 Signature

Diane Roth  
 Name Printed/Typed

Director – Wholesale  
 Title

7/27/2016  
 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” 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 between a CenturyLink end user and the CLEC end user 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 VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the 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 different 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.

#### **Section 54 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

54.1.4 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 CLEC routes any traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic which is not VoIP-PSTN Traffic.

#### **Section 55 – INTERCARRIER COMPENSATION**

##### **55.9 VoIP-PSTN Traffic**

##### **55.9.1 Local VoIP-PSTN Traffic**

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. 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 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 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.

#### 55.9.2 Toll VoIP-PSTN Traffic

(a) CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 55.1.4 above. VoIP-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 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 unreasonably withheld by either Party.

(b) 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.

(c) Any factors established by the Parties for the previous sections of 56.8.2 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.

56.9 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 and ChN 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

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.

**Table One**

MRC	NRC			
		<b>Toll VoIP-PSTN Traffic</b>	<b>MRC</b>	<b>NRC</b>
		Toll VoIP-PSTN Traffic	CenturyLink's Appropriate Access Tariff	
		Facility 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 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.

<sup>1</sup> 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 31<sup>st</sup> day of August 2016, served a copy of the Certificate of Service for the *Joint Petition for Approval of the ICC Voice over Internet Protocol (VoIP) 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](mailto:skell@peerlessnetwork.com)

Eric Witkoski  
Bureau of Consumer Protection  
555 E. Washington St., Suite 3900  
Las Vegas, NV 89101  
[bcpserve@ag.nv.gov](mailto: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  
David Collier  
AT&T Services, Inc.  
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Reno, NV 89520  
[janice.ono@att.com](mailto:janice.ono@att.com)  
[randy.brown@att.com](mailto:randy.brown@att.com)  
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Public Utilities Commission of Nevada  
[pucn.sc@puc.nv.gov](mailto:pucn.sc@puc.nv.gov)

Steve Tackes  
Kaempfer Crowell Law  
510 W. 4th St.  
Carson City, NV 89703  
[stackes@kcnvlaw.com](mailto: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](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](mailto:connie.m.dike@centurylink.com)



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