



April 11, 2017

*Via UPS Overnight Delivery*

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

**Re: Joint Petition for Approval of the Amendment to Interconnection Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.**

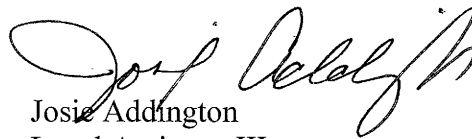
Dear Ms. Osborne:

Enclosed for filing is a Joint Petition for Approval of the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between Central Telephone Company dba CenturyLink and Neutral Tandem-Nevada, LLC for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 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; and a check in the amount of \$200 to cover the filing fee.

If you have any questions, please contact me at (206) 733-5236. Thank you for your assistance.

Very truly yours,

  
Josie Addington  
Legal Assistant III

:jga

Enclosures

1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191  
(206) 733-5236  
Josie.addington@centurylink.com

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re Joint Petition of Central Telephone Company d/b/a CenturyLink and Neutral Tandem-Nevada, LLC for Approval of the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection 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 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 Neutral Tandem-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 to the Interconnection Agreement for the State of Nevada, attached hereto as Attachment A (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 252(e)(2)(A)(ii) of the Act are not applicable to the Amendment. With respect to 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 11<sup>th</sup> day of April, 2017.

**NEUTRAL-TANDEM-NEVADA, LLC**

**CENTRAL TELEPHONE COMPANY D/B/A  
CENTURYLINK**

By: \_\_\_\_\_

John Bullock  
550 West Adams Street, Suite 900  
Chicago, Illinois 606661  
312-384-8090  
jbullock@inteliquent.com

By: \_\_\_\_\_

Josie Addington  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191  
206-733-5236  
Josie.addington@centurylink.com

# **ATTACHMENT A**

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

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink ("CenturyLink"), and Neutral Tandem-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 March 1, 2007, 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.

**Neutral Tandem-Nevada, LLC**

DocuSigned by:  
*John Bullock*  
480FA99E2559421

Signature

John Bullock  
Name Printed/Typed

COO  
Title

3/1/2017  
Date

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

DocuSigned by:  
*Diane Roth*  
768DFE6A149A455

Signature

Diane Roth  
Name Printed/Typed

Director - Wholesale  
Title

3/1/2017  
Date

## ATTACHMENT 1

**The following language is added to the existing language, in the Agreement, in its entirety:**

### **Definitions**

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.

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

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.

### **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.
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.
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. Solely for purposes of this Amendment, all VoIP-PSTN traffic originated by CenturyLink and terminating to parties utilizing CLEC will be treated as though they terminated to the CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges incurred by the Interconnected VoIP Provider to establish connectivity with CLEC or for services purchased between CenturyLink and the Interconnected VoIP Provider contained in separate agreements or tariffs.
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 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 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 Interconnected VoIP Provider will be responsible for ensuring they implement a solution to route 911 calls in accordance with all federal, state and municipal laws.
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.

**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 Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between Central Telephone Company dba CenturyLink d/b/a CenturyLink and Neutral Tandem-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 Neutral Tandem-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 Neutral Tandem-Nevada, LLC submit the Carrier Partner for Interconnected VoIP Provider Amendment to the Interconnection 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 to Interconnection Agreement is consistent with the public interest, convenience, and necessity. The Amendment to Interconnection Agreement does not violate any requirement of the Commission.

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

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.

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<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 served a copy of the *Joint Petition for Approval of the Amendment to Interconnection Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company dba CenturyLink and Neutral Tandem-Nevada, LLC upon the following parties:

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
9075 West Diablo Drive, Suite 250  
Las Vegas, Nevada 89148

**Via UPS Overnight Delivery**

John Bullock, COO  
Neutral Tandem-Nevada, LLC  
550 West Adams Street, Suite 900  
Chicago, Illinois 60661  
[jbullock@inteliquent.com](mailto:jbullock@inteliquent.com)

**Via Email**

Eric Witkoski  
Bureau of Consumer Protection  
555 E. Washington Street, Suite 3900  
Las Vegas, Nevada 89101  
[bcpserv@ag.nv.gov](mailto:bcpserv@ag.nv.gov)

**Via Email**

### **DOCUMENT AVAILABLE NOTICE**

**I hereby certify that I have served the *Document Available Notice* by electronic transmission (email) to the list established pursuant to NAC 703.296:**

David Collier  
Randy Brown  
AT&T Services, Inc.  
645 East Plumb, Room B132  
Reno, Nevada 89520  
[David.collier@att.com](mailto:David.collier@att.com)  
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Redmond, Washington 98052  
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San Francisco, California 94107  
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Phoenix, Arizona 85027  
[Mark.dinunzio@cox.com](mailto:Mark.dinunzio@cox.com)

Public Utilities Commission of Nevada  
[Pucn.sc@puc.nv.gov](mailto:Pucn.sc@puc.nv.gov)

Teri Ohta  
T-Mobile  
12920 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006  
[Teri.ohta@t-mobile.com](mailto:Teri.ohta@t-mobile.com)

**I hereby certify that the foregoing documents are being made available for inspection at the following websites:**

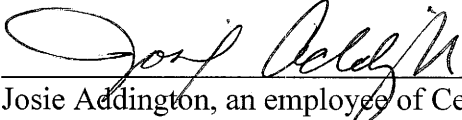
<http://puc.nv.gov/>; and  
[http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

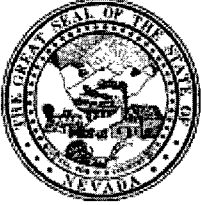
**The foregoing documents are available in electronic format or paper format by sending a request to:**

Paper: Josie Addington  
CenturyLink  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, Washington 98191

Electronic: [Josie.addington@centurylink.com](mailto:Josie.addington@centurylink.com)

Dated this 11<sup>th</sup> day of April, 2017.

  
\_\_\_\_\_  
Josie Addington, an employee of Central  
Telephone Company dba CenturyLink



Brian Sandoval  
Governor

STATE OF NEVADA  
PUBLIC UTILITIES COMMISSION OF NEVADA

JOSEPH C. REYNOLDS  
*Chairman*  
PAUL A. THOMSEN  
*Commissioner*  
ANN C. PONGRACZ  
*Commissioner*  
STEPHANIE MULLEN  
*Executive Director*

April 17, 2017

Torry Somers  
CenturyLink  
6700 Via Austi Pkwy  
Las Vegas, NV 89119

Re: NOTICE OF JOINT PETITION AND NOTICE OF  
PENDENCY OF HEARING

Docket No. 17-04008

Receipt No. 45383


Dear Torry Somers:

This will acknowledge receipt of the above-referenced filing together with Check # 67303 in the amount of \$200.00. This matter will be noticed in accordance with NAC 703.290. We have included a copy of the notice for your information.

If a Hearing is held, it is the petitioner's responsibility to retain the court reporter for the Hearing. The Commission must receive a letter five business days prior to the scheduled Hearing confirming that a court reporter has been retained. The costs for the per diem and an original transcript will be borne by the petitioner.

In addition, it is your responsibility to ensure that an original transcript is delivered to the Commission no later than the close of business June 23, 2017.

Sincerely,

  
TRISHA OSBORNE  
Assistant Commission Secretary

Enclosure

cc: Linda Stinar  
Josie Addington  
John Bullock