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April 23, 2021

*Via UPS*

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

**Re: UNE Forbearance 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 UNE Forbearance Amendment to the Interconnection Agreement for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between Central Telephone Company d/b/a CenturyLink and Comcast Phone 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; and a check in the amount of \$200 is also enclosed to cover the filing fee.

If you have any questions, please contact me at (206) 806-7339. Thank you for your assistance.

Sincerely,



Josie G. Addington  
Legal Assistant

Attachments

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

IN RE JOINT PETITION OF CENTRAL  
TELEPHONE COMPANY D/B/A CENTURYLINK  
AND COMCAST PHONE OF NEVADA, LLC FOR  
APPROVAL OF THE AMENDMENT TO  
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 FOR THE STATE OF NEVADA UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and Comcast Phone of Nevada, LLC (collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (the “Commission”) for approval of the UNE Forbearance Amendment to the Interconnection Agreement between Central Telephone Company dba CenturyLink and Comcast Phone of Nevada, LLC 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.

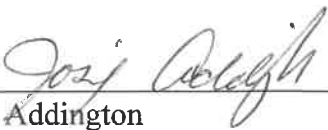
The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

Dated this 22<sup>nd</sup> day of April, 2021.

**COMCAST PHONE OF NEVADA, LLC**

**CENTRAL TELEPHONE COMPANY DBA  
CENTURYLINK**

By:   
Gloria Faust, VP Voice Production Mgmt.  
Gloria\_faust@comcast.com

By:   
Josie Addington  
Josie.addington@lumen.com

# **ATTACHMENT A**

**UNE Forbearance Amendment  
to the Interconnection Agreement between  
Central Telephone Company d/b/a CenturyLink  
and  
Comcast Phone of Nevada, LLC  
for the State of Nevada**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink (“CenturyLink”), a Colorado corporation, and Comcast Phone of Nevada, LLC (“Comcast”). CenturyLink and Comcast shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Nevada which was executed on April 18, 2017; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further 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 terms and conditions for UNEs as set forth in attachments and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

**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 agree to implement the provisions of this Amendment 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, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Comcast Phone of Nevada, LLC**

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

*Gloria Faust*  
Gloria Faust (Jan 20, 2021 14:26 EST)

*Kimberly J. Povirk*  
Kimberly J. Povirk (Jan 20, 2021 13:49 CST)

Signature

Signature

Gloria Faust  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

Vice President Voice Product Management  
Title  
Jan 20, 2021

Sr. Dir. Bus. Ops Wholesale Sales  
Title  
Jan 20, 2021

Date

Date

## ATTACHMENT 1

### 1. UNE Analog Loops

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Analog Unbundled Loops, as provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop as provided in the Agreement (together, referred to as "Analog Unbundled Loops") are altered as follows:

- a. **Effective Date to February 2, 2020** - During the time period from the Effective Date of this Amendment until February 2, 2020, Comcast may order Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
- b. **February 2, 2020 to August 2, 2022** - After February 2, 2020, Comcast cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
  - i. For any Unbundled Analog Loops procured under the terms of the Agreement ("Existing Analog Loops") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of this Amendment.
  - ii. Comcast cannot make any changes to such Existing Analog Loops, as they will be treated in a "grandfathered" status, with continued receipt, maintenance or disconnection of the Existing Analog Loops the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing Analog Loop Service in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing Analog Loop Service.
  - iii. Comcast agrees that it will no longer submit orders for Analog Unbundled Loops under the Agreement from CenturyLink after February 2, 2020. Comcast agrees that it is the responsibility of Comcast to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
    2. In order to ensure compliance with these provisions, CenturyLink, on a periodic basis, may conduct an internal review of Comcast's order activity to identify any instances of Analog Unbundled Loops ordered under the terms of the Agreement after February 2, 2020.
    3. Should such instances be identified, the Parties further agree that CenturyLink will notify Comcast. Upon such notification, Comcast will take prompt action to either:

- a. Order such services as new special access service, if available, under the terms of an applicable CenturyLink Tariff or Price List;
  - b. If a commercial agreement governing Analog Unbundled Loop services is in place and effective, order such services as new under the terms of such commercial agreement; or
  - c. Disconnect such service.
3. CenturyLink may issue a bill, using the effective date of the change and the date that the applicable Analog Unbundled Loop was originally installed, for the difference between the Analog Unbundled Loop rate and the applicable special access rate, or, if applicable, the commercial agreement rate (“Analog Loop True-Up Bill”); provided however, a Analog Loop True-Up Bill will be issued no more than six (6) months following the date such service(s) was originally installed and effective.
- iv. Comcast agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
- c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. Comcast is solely responsible for either disconnecting such Analog Unbundled Loops or converting them to a service under the applicable Tariffs prior to August 2, 2022. For any Analog Unbundled Loops in place as of August 2, 2022, Comcast agrees that following notice consistent with the Notices requirements of the Agreement to Comcast identifying such Analog Unbundled Loops, Comcast will disconnect such Analog Unbundled Loops or CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Special Access Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges. As Line Splitting and Loop Splitting are not available service under CenturyLink’s Tariffs, Comcast must convert to alternative arrangements that meet its needs, as such arrangements will be terminated after August 2, 2022, following notice consistent with the Notices requirements of the Agreement from CenturyLink.
- d. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.

## 2. UNE Transport

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Unbundled Dedicated Transport, as provided in the Agreement and Enhanced Extended Loop (“EEL”), as provided in the Agreement (together, referred to as “UNE Transport”) are altered as follows:

- a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, Comcast may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.
- b. **January 12, 2020 to July 12, 2022** - After January 12, 2020, Comcast cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> (“Forbearance UNE Transport”). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
  - i. For any Forbearance UNE Transport procured under the terms of the Agreement (“Existing Forbearance UNE Transport”) on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of this Amendment.
  - ii. Comcast cannot make any changes to such Existing UNE Transport, as they will be treated in a “grandfathered” status, with continued receipt, maintenance or disconnection of the Existing UNE Transport the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing UNE Transport in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing UNE Transport.
  - iii. Comcast agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. Comcast agrees that it is the Comcast’s responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    1. In order to ensure compliance with these provisions CenturyLink, on a periodic basis, may conduct an internal review of Comcast’s order activity to identify any instances of Forbearance UNE Transport ordered under the terms of the Agreement after January 12, 2020.



2. Should such instances be identified, the Parties further agree that Comcast will promptly disconnect such service(s).
- c. **After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. Comcast is solely responsible for either disconnecting such Forbearance UNE Transport or converting to Special Access service under the applicable Tariffs prior to July 12, 2022. For any Forbearance UNE Transport in place as of July 12, 2022, Comcast agrees that following a notice consistent with the Notices requirements of the Agreement to Comcast identifying such Forbearance UNE Transport, Comcast will either disconnect such Forbearance UNE Transport or CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges.

Table 1 - Rates

| KEY CODES |       | Embarq - Nevada   | January 2020                |                             |
|-----------|-------|---|-----------------------------|-----------------------------|
| MRC       | NRC   | ICA Elements  |                             |                             |
|           |       | <b>Loops (Rates Include NID Charge) (*A, *B)</b>  | <b>MRC</b>                  | <b>NRC</b>                  |
|           |       | <b>2-Wire Analog</b>  |                             |                             |
| I0138     |       | Band 1  | \$13.42                     |                             |
| I0139     |       | Band 2  | \$15.01                     |                             |
| I0140     |       | Band 3  | \$17.66                     |                             |
| I0141     |       | Band 4  | \$22.00                     |                             |
| I0142     |       | Band 5  | \$322.06                    |                             |
| I0143     |       | Band 6 (Band 2 rate)(XK CLLI)   | \$15.01                     |                             |
| I0144     |       | Band 7 (Band 1 rate)(XG CLLI)   | \$13.42                     |                             |
| I0209     |       | Band 8 (Band 4 rate)(XV CLLI)   | \$22.00                     |                             |
|           | I0027 | First Line - Field Dispatch   |                             | \$75.00                     |
|           | I0028 | Second Line and Each Additional Line (same time) - Field Dispatch   |                             | \$23.57                     |
|           | I0029 | Central Office Dispatch   |                             | \$11.13                     |
|           | I0030 | Disconnect  |                             | \$12.01                     |
|           |       |   |                             |                             |
|           |       | <b>4-Wire Analog</b>  |                             |                             |
| I0145     |       | Band 1  | \$31.18                     |                             |
| I0146     |       | Band 2  | \$34.87                     |                             |
| I0147     |       | Band 3  | \$41.03                     |                             |
| I0148     |       | Band 4  | \$51.11                     |                             |
| I0149     |       | Band 5  | \$510.65                    |                             |
| I0150     |       | Band 6 (Band 2 rate)(XK CLLI)   | \$34.87                     |                             |
| I0151     |       | Band 7 (Band 1 rate)(XG CLLI)   | \$31.18                     |                             |
| I0210     |       | Band 8 (Band 4 rate)(XV CLLI)   | \$41.03                     |                             |
|           | I0038 | First Line - Field Dispatch   |                             | \$120.27                    |
|           | I0039 | Second Line and Each Additional Line (same time) - Field Dispatch   |                             | \$44.91                     |
|           | I0040 | Central Office Dispatch   |                             | \$19.97                     |
|           | I0041 | Disconnect  |                             | \$12.01                     |
|           |       |   |                             |                             |
|           |       | <b>Sub Loops (Rates Include NID Charge) (*A, *B)</b>  | <b>MRC</b>                  | <b>NRC</b>                  |
|           |       | Sub-Loops Interconnection (Stub Cable)  |                             | ICB                         |
|           |       |   |                             |                             |
|           |       | <b>2 Wire Voice Grade and Digital Data Distribution</b>   |                             |                             |
| I0114     |       | Band 1  | \$8.05                      |                             |
| I0115     |       | Band 2  | \$9.01                      |                             |
| I0116     |       | Band 3  | \$10.60                     |                             |
| I0117     |       | Band 4  | \$13.20                     |                             |
| I0118     |       | Band 5  | \$135.99                    |                             |
| I0119     |       | Band 6 (Band 2 rate)(XK CLLI)   | \$9.01                      |                             |
| I0120     |       | Band 7 (Band 1 rate)(XG CLLI)   | \$8.05                      |                             |
| I0217     |       | Band 8 (Band 4 rate)(XV CLLI)   | \$13.20                     |                             |
|           | I0121 | First Line  |                             | \$108.25                    |
|           | I0122 | Second Line and Each Additional Line (same time)  |                             | \$26.63                     |
|           | I0123 | Disconnect  |                             | \$29.84                     |
|           |       |   |                             |                             |
|           |       | <b>UNE Multiplexing (*A, *B)</b>  | <b>MRC</b>                  | <b>NRC</b>                  |
| I0134     | I0135 | Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)  | \$226.56                    | \$135.82                    |
|           |       | DS1-DS0 Disconnect  |                             | \$8.33                      |
|           |       |   |                             |                             |
|           |       | <b>EEL Combinations (*A, *B)</b>  | <b>MRC</b>                  | <b>NRC</b>                  |
|           |       | <b>Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.</b> |                             |                             |
|           |       | <b>See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.</b>  |                             |                             |
|           |       |   |                             |                             |
|           |       | <b>Multiplexing (*A, *B)</b>  | <b>Included in Loop MRC</b> | <b>Included in Loop NRC</b> |

Table 1 - Rates

| KEY CODES |           | Embarq - Nevada  |  | January 2020 |
|-----------|-----------|--|--|--------------|
| MRC       | NRC       | ICA Elements   |  |              |
|           |           | Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases  |  |              |
|           |           |  |  |              |
|           | <b>*A</b> | The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022. |  |              |
|           | <b>*B</b> | The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.  |  |              |

Table 1 - Dedicated Transport

| Dedicated Transport Price List  |       |           |              | Embarq - Nevada - January 2020 |                |             |                     |  |     |
|---|-------|-----------|--------------|--------------------------------|----------------|-------------|---------------------|--|-----|
| <p>** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3. UNEs not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS1 and DS3 are only for DTT on routes marked with **</p> <p>*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only. UNE not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS3 are only for DTT on routes marked with ***</p> <p>**** UNE Forbearance. The Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”) which altered CenturyLink’s obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</p> <p>*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p> |       |           |              |                                |                |             |                     |  |     |
| Key Codes   |       | Rate Band | CLLI to CLLI |                                | Central Office |             | Non-Impaired Routes | DS1  | DS3 |
| DS1   | DS3   |           | Originating  | Terminating                    | Originating    | Terminating |                     |  |     |
| D0010   | D1010 | 10        | BLCYNVXFRP0  | HNSNNVXFDS0                    | Boulder City   | Henderson   | ****, ****          | Please See Interconnction Agreement for Rates. |     |
| D0123   | D1123 | 123       | BLCYNVXFRP0  | LSVGNVXBPS0                    | Boulder City   | Main        |                     |  |     |
| D0064   | D1064 | 64        | BLCYNVXFRP0  | LSVGNVXGDS0                    | Boulder City   | South 5     |                     |  |     |
| D0113   | D1113 | 113       | BLCYNVXFRP0  | LSVGNVXHDS0                    | Boulder City   | West 8      | ****, ****          |  |     |
| D0007   | D1007 | 7         | BLCYNVXFRP0  | LSVGNVXIPS0                    | Boulder City   | East 2      | ****, ****          |  |     |
| D0066   | D1066 | 66        | BLCYNVXFRP0  | LSVGNVXKDS0                    | Boulder City   | West 6      |                     |  |     |
| D0065   | D1065 | 65        | BLCYNVXFRP0  | LSVGNVXLDS0                    | Boulder City   | South 6     |                     |  |     |
| D0004   | D1004 | 4         | BLCYNVXFRP0  | LSVGNVXMDS0                    | Boulder City   | East 7      | ****, ****          |  |     |
| D0009   | D1009 | 9         | BLCYNVXFRP0  | LSVGNVXRDS0                    | Boulder City   | East 1      |                     |  |     |
| D0111   | D1111 | 111       | BLCYNVXFRP0  | LSVGNVXTDS0                    | Boulder City   | North 8     | ****, ****          |  |     |
| D0110   | D1110 | 110       | BLCYNVXFRP0  | LSVGNVXUDS0                    | Boulder City   | North 5     | ****, ****          |  |     |
| D0112   | D1112 | 112       | BLCYNVXFRP0  | LSVGNVXVDS0                    | Boulder City   | South South |                     |  |     |
| D0114   | D1114 | 114       | BLCYNVXFRP0  | LSVGNVXWDS0                    | Boulder City   | West West   |                     |  |     |
| D0108   | D1108 | 108       | BLCYNVXFRP0  | NLVGNVXFDS1                    | Boulder City   | North 2     | ****, ****          |  |     |
| D0109   | D1109 | 109       | BLCYNVXFRP0  | NLVGNVXGRP0                    | Boulder City   | North 3     | ****, ****          |  |     |
| D0125   | D1125 | 125       | HNSNNVXFDS0  | LSVGNVXBPS0                    | Henderson      | Main        |                     |  |     |
| D0068   | D1068 | 68        | HNSNNVXFDS0  | LSVGNVXGDS0                    | Henderson      | South 5     |                     |  |     |
| D0121   | D1121 | 121       | HNSNNVXFDS0  | LSVGNVXHDS0                    | Henderson      | West 8      | ****, ****          |  |     |
| D0115   | D1115 | 115       | HNSNNVXFDS0  | LSVGNVXIPS0                    | Henderson      | East 2      | ****, ****          |  |     |
| D0070   | D1070 | 70        | HNSNNVXFDS0  | LSVGNVXKDS0                    | Henderson      | West 6      |                     |  |     |
| D0069   | D1069 | 69        | HNSNNVXFDS0  | LSVGNVXLDS0                    | Henderson      | South 6     |                     |  |     |
| D0067   | D1067 | 67        | HNSNNVXFDS0  | LSVGNVXMDS0                    | Henderson      | East 7      | ****, ****          |  |     |
| D0124   | D1124 | 124       | HNSNNVXFDS0  | LSVGNVXRDS0                    | Henderson      | East 1      |                     |  |     |
| D0119   | D1119 | 119       | HNSNNVXFDS0  | LSVGNVXTDS0                    | Henderson      | North 8     | ****, ****          |  |     |
| D0118   | D1118 | 118       | HNSNNVXFDS0  | LSVGNVXUDS0                    | Henderson      | North 5     | ****, ****          |  |     |
| D0120   | D1120 | 120       | HNSNNVXFDS0  | LSVGNVXVDS0                    | Henderson      | South South |                     |  |     |
| D0122   | D1122 | 122       | HNSNNVXFDS0  | LSVGNVXWDS0                    | Henderson      | West West   |                     |  |     |
| D0116   | D1116 | 116       | HNSNNVXFDS0  | NLVGNVXFDS1                    | Henderson      | North 2     | ****, ****          |  |     |
| D0117   | D1117 | 117       | HNSNNVXFDS0  | NLVGNVXGRP0                    | Henderson      | North 3     | ****, ****          |  |     |
| D0011   | D1011 | 11        | LGLNNVXFRP0  | LSVGNVXBPS0                    | Laughlin       | Main        |                     |  |     |
| D0013   | D1013 | 13        | LGLNNVXFRP0  | LSVGNVXVDS0                    | Laughlin       | South-South |                     |  |     |
| D0126   | D1126 | 126       | LGLNNVXFRP0  | NLVGNVXFDS1                    | Laughlin       | North 2     |                     |  |     |
| D0016   | D1016 | 16        | LSVGNVXBPS0  | LSVGNVXGDS0                    | Main           | South 5     | **                  |  |     |
| D0079   | D1079 | 79        | LSVGNVXBPS0  | LSVGNVXHDS0                    | Main           | West 8      |                     |  |     |
| D0073   | D1073 | 73        | LSVGNVXBPS0  | LSVGNVXIPS0                    | Main           | East 2      |                     |  |     |
| D0018   | D1018 | 18        | LSVGNVXBPS0  | LSVGNVXKDS0                    | Main           | West 6      | **                  |  |     |
| D0017   | D1017 | 17        | LSVGNVXBPS0  | LSVGNVXLDS0                    | Main           | South 6     | **                  |  |     |
| D0015   | D1015 | 15        | LSVGNVXBPS0  | LSVGNVXMDS0                    | Main           | East 7      |                     |  |     |
| D0001   | D1001 | 1         | LSVGNVXBPS0  | LSVGNVXRDS0                    | Main           | East 1      | **                  |  |     |
| D0077   | D1077 | 77        | LSVGNVXBPS0  | LSVGNVXTDS0                    | Main           | North 8     |                     |  |     |
| D0076   | D1076 | 76        | LSVGNVXBPS0  | LSVGNVXUDS0                    | Main           | North 5     |                     |  |     |
| D0078   | D1078 | 78        | LSVGNVXBPS0  | LSVGNVXVDS0                    | Main           | South South | **                  |  |     |
| D0080   | D1080 | 80        | LSVGNVXBPS0  | LSVGNVXWDS0                    | Main           | West West   | **                  |  |     |
| D0074   | D1074 | 74        | LSVGNVXBPS0  | NLVGNVXFDS1                    | Main           | North 2     |                     |  |     |
| D0075   | D1075 | 75        | LSVGNVXBPS0  | NLVGNVXGRP0                    | Main           | North 3     |                     |  |     |
| D0049   | D1049 | 49        | LSVGNVXGDS0  | LSVGNVXHDS0                    | South 5        | West 8      |                     |  |     |
| D0043   | D1043 | 43        | LSVGNVXGDS0  | LSVGNVXIPS0                    | South 5        | East 2      |                     |  |     |
| D0022   | D1022 | 22        | LSVGNVXGDS0  | LSVGNVXKDS0                    | South 5        | West 6      | **                  |  |     |

Table 1 - Dedicated Transport

| Dedicated Transport Price List   |       |     |             |             |         | Embarq - Nevada - January 2020 |            |
|--|-------|-----|-------------|-------------|---------|--------------------------------|------------|
| <p><b>** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3. UNEs not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS1 and DS3 are only for DTT on routes marked with **</b></p> <p><b>*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only. UNE not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS3 are only for DTT on routes marked with ***</b></p>  |       |     |             |             |         |                                |            |
| <p><b>**** UNE Forbearance. The Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”) which altered CenturyLink’s obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</b></p> |       |     |             |             |         |                                |            |
| D0021  | D1021 | 21  | LSVGNVXGDS0 | LSVGNVXLDS0 | South 5 | South 6                        | **         |
| D0020  | D1020 | 20  | LSVGNVXGDS0 | LSVGNVXMDS0 | South 5 | East 7                         |            |
| D0019  | D1019 | 19  | LSVGNVXGDS0 | LSVGNVXRDS0 | South 5 | East 1                         | **         |
| D0047  | D1047 | 47  | LSVGNVXGDS0 | LSVGNVXTDS0 | South 5 | North 8                        |            |
| D0046  | D1046 | 46  | LSVGNVXGDS0 | LSVGNVXUDS0 | South 5 | North 5                        |            |
| D0048  | D1048 | 48  | LSVGNVXGDS0 | LSVGNVXVDS0 | South 5 | South South                    | **         |
| D0050  | D1050 | 50  | LSVGNVXGDS0 | LSVGNVXWDS0 | South 5 | West West                      | **         |
| D0044  | D1044 | 44  | LSVGNVXGDS0 | NLVGNVXFDS1 | South 5 | North 2                        |            |
| D0045  | D1045 | 45  | LSVGNVXGDS0 | NLVGNVXGRP0 | South 5 | North 3                        |            |
| D0100  | D1100 | 100 | LSVGNVXHDS0 | LSVGNVXIPS0 | West 8  | East 2                         | ****, **** |
| D0089  | D1089 | 89  | LSVGNVXHDS0 | LSVGNVXKDS0 | West 8  | West 6                         |            |
| D0063  | D1063 | 63  | LSVGNVXHDS0 | LSVGNVXLDS0 | West 8  | South 6                        |            |
| D0062  | D1062 | 62  | LSVGNVXHDS0 | LSVGNVXMDS0 | West 8  | East 7                         | ****, **** |
| D0061  | D1061 | 61  | LSVGNVXHDS0 | LSVGNVXRDS0 | West 8  | East 1                         |            |
| D0104  | D1104 | 104 | LSVGNVXHDS0 | LSVGNVXTDS0 | West 8  | North 8                        | ****, **** |
| D0103  | D1103 | 103 | LSVGNVXHDS0 | LSVGNVXUDS0 | West 8  | North 5                        | ****, **** |
| D0105  | D1105 | 105 | LSVGNVXHDS0 | LSVGNVXVDS0 | West 8  | South South                    |            |
| D0090  | D1090 | 90  | LSVGNVXHDS0 | LSVGNVXWDS0 | West 8  | West West                      |            |
| D0101  | D1101 | 101 | LSVGNVXHDS0 | NLVGNVXFDS1 | West 8  | North 2                        | ****, **** |
| D0102  | D1102 | 102 | LSVGNVXHDS0 | NLVGNVXGRP0 | West 8  | North 3                        | ****, **** |
| D0036  | D1036 | 36  | LSVGNVXIPS0 | LSVGNVXKDS0 | East 2  | West 6                         |            |
| D0035  | D1035 | 35  | LSVGNVXIPS0 | LSVGNVXLDS0 | East 2  | South 6                        |            |
| D0034  | D1034 | 34  | LSVGNVXIPS0 | LSVGNVXMDS0 | East 2  | East 7                         | ****, **** |
| D0033  | D1033 | 33  | LSVGNVXIPS0 | LSVGNVXRDS0 | East 2  | East 1                         |            |
| D0072  | D1072 | 72  | LSVGNVXIPS0 | LSVGNVXTDS0 | East 2  | North 8                        | ****, **** |
| D0006  | D1006 | 6   | LSVGNVXIPS0 | LSVGNVXUDS0 | East 2  | North 5                        | ****, **** |
| D0091  | D1091 | 91  | LSVGNVXIPS0 | LSVGNVXVDS0 | East 2  | South South                    |            |
| D0092  | D1092 | 92  | LSVGNVXIPS0 | LSVGNVXWDS0 | East 2  | West West                      |            |
| D0071  | D1071 | 71  | LSVGNVXIPS0 | NLVGNVXFDS1 | East 2  | North 2                        | ****, **** |
| D0005  | D1005 | 5   | LSVGNVXIPS0 | NLVGNVXGRP0 | East 2  | North 3                        | ****, **** |
| D0127  | D1127 | 127 | LSVGNVXKDS0 | BDMDNVXS875 | West 6  | Blue Diamond                   |            |
| D0027  | D1027 | 27  | LSVGNVXKDS0 | LSVGNVXLDS0 | West 6  | South 6                        | **         |
| D0026  | D1026 | 26  | LSVGNVXKDS0 | LSVGNVXMDS0 | West 6  | East 7                         |            |
| D0025  | D1025 | 25  | LSVGNVXKDS0 | LSVGNVXRDS0 | West 6  | East 1                         | **         |
| D0059  | D1059 | 59  | LSVGNVXKDS0 | LSVGNVXTDS0 | West 6  | North 8                        |            |
| D0058  | D1058 | 58  | LSVGNVXKDS0 | LSVGNVXUDS0 | West 6  | North 5                        |            |
| D0060  | D1060 | 60  | LSVGNVXKDS0 | LSVGNVXVDS0 | West 6  | South South                    | **         |
| D0088  | D1088 | 88  | LSVGNVXKDS0 | LSVGNVXWDS0 | West 6  | West West                      | **         |
| D0056  | D1056 | 56  | LSVGNVXKDS0 | NLVGNVXFDS1 | West 6  | North 2                        |            |
| D0057  | D1057 | 57  | LSVGNVXKDS0 | NLVGNVXGRP0 | West 6  | North 3                        |            |
| D0024  | D1024 | 24  | LSVGNVXLDS0 | LSVGNVXMDS0 | South 6 | East 7                         |            |
| D0023  | D1023 | 23  | LSVGNVXLDS0 | LSVGNVXRDS0 | South 6 | East 1                         | **         |
| D0054  | D1054 | 54  | LSVGNVXLDS0 | LSVGNVXTDS0 | South 6 | North 8                        |            |
| D0053  | D1053 | 53  | LSVGNVXLDS0 | LSVGNVXUDS0 | South 6 | North 5                        |            |
| D0087  | D1087 | 87  | LSVGNVXLDS0 | LSVGNVXVDS0 | South 6 | South South                    | **         |
| D0055  | D1055 | 55  | LSVGNVXLDS0 | LSVGNVXWDS0 | South 6 | West West                      | **         |
| D0051  | D1051 | 51  | LSVGNVXLDS0 | NLVGNVXFDS1 | South 6 | North 2                        |            |
| D0052  | D1052 | 52  | LSVGNVXLDS0 | NLVGNVXGRP0 | South 6 | North 3                        |            |
| D0002  | D1002 | 2   | LSVGNVXMDS0 | LSVGNVXRDS0 | East 7  | East 1                         | **         |
| D0040  | D1040 | 40  | LSVGNVXMDS0 | LSVGNVXTDS0 | East 7  | North 8                        | ****, **** |
| D0039  | D1039 | 39  | LSVGNVXMDS0 | LSVGNVXUDS0 | East 7  | North 5                        | ****, **** |
| D0041  | D1041 | 41  | LSVGNVXMDS0 | LSVGNVXVDS0 | East 7  | South South                    |            |
| D0042  | D1042 | 42  | LSVGNVXMDS0 | LSVGNVXWDS0 | East 7  | West West                      |            |
| D0037  | D1037 | 37  | LSVGNVXMDS0 | NLVGNVXFDS1 | East 7  | North 2                        | ****, **** |
| D0038  | D1038 | 38  | LSVGNVXMDS0 | NLVGNVXGRP0 | East 7  | North 3                        | ****, **** |

Table 1 - Dedicated Transport

| Dedicated Transport Price List   |       |            |             |             |             | Embarq - Nevada - January 2020 |            |
|--|-------|------------|-------------|-------------|-------------|--------------------------------|------------|
| <p><b>** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3. UNEs not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS1 and DS3 are only for DTT on routes marked with **</b></p> <p><b>*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only. UNE not available. – Refer to applicable Access Tariff for UNE dedicated transport rate; TELRIC rates below for DS3 are only for DTT on routes marked with ***</b></p>  |       |            |             |             |             |                                |            |
| <p><b>**** UNE Forbearance. The Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”) which altered CenturyLink’s obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</b></p> |       |            |             |             |             |                                |            |
| D0030  | D1030 | <b>30</b>  | LSVGNVXRDS0 | LSVGNVXTDS0 | East 1      | North 8                        |            |
| D0029  | D1029 | <b>29</b>  | LSVGNVXRDS0 | LSVGNVXUDS0 | East 1      | North 5                        | **         |
| D0031  | D1031 | <b>31</b>  | LSVGNVXRDS0 | LSVGNVXVDS0 | East 1      | South South                    | **         |
| D0032  | D1032 | <b>32</b>  | LSVGNVXRDS0 | LSVGNVXWDS0 | East 1      | West West                      | **         |
| D0003  | D1003 | <b>3</b>   | LSVGNVXRDS0 | NLVGNVXFDS1 | East 1      | North 2                        |            |
| D0028  | D1028 | <b>28</b>  | LSVGNVXRDS0 | NLVGNVXGRP0 | East 1      | North 3                        |            |
| D0085  | D1085 | <b>85</b>  | LSVGNVXTDS0 | LSVGNVXUDS0 | North 8     | North 5                        | ****, **** |
| D0096  | D1096 | <b>96</b>  | LSVGNVXTDS0 | LSVGNVXVDS0 | North 8     | South South                    |            |
| D0086  | D1086 | <b>86</b>  | LSVGNVXTDS0 | LSVGNVXWDS0 | North 8     | West West                      |            |
| D0083  | D1083 | <b>83</b>  | LSVGNVXTDS0 | NLVGNVXFDS1 | North 8     | North 2                        | ****, **** |
| D0084  | D1084 | <b>84</b>  | LSVGNVXTDS0 | NLVGNVXGRP0 | North 8     | North 3                        | ****, **** |
| D0095  | D1095 | <b>95</b>  | LSVGNVXUDS0 | LSVGNVXVDS0 | North 5     | South South                    |            |
| D0082  | D1082 | <b>82</b>  | LSVGNVXUDS0 | LSVGNVXWDS0 | North 5     | West West                      |            |
| D0093  | D1093 | <b>93</b>  | LSVGNVXUDS0 | NLVGNVXFDS1 | North 5     | North 2                        | ****, **** |
| D0094  | D1094 | <b>94</b>  | LSVGNVXUDS0 | NLVGNVXGRP0 | North 5     | North 3                        | ****, **** |
| D0099  | D1099 | <b>99</b>  | LSVGNVXVDS0 | LSVGNVXWDS0 | South South | West West                      | **         |
| D0097  | D1097 | <b>97</b>  | LSVGNVXVDS0 | NLVGNVXFDS1 | South South | North 2                        |            |
| D0098  | D1098 | <b>98</b>  | LSVGNVXVDS0 | NLVGNVXGRP0 | South South | North 3                        |            |
| D0014  | D1014 | <b>14</b>  | LSVGNVXWDS0 | LGLNNVXFRP0 | West West   | Laughlin                       |            |
| D0106  | D1106 | <b>106</b> | LSVGNVXWDS0 | NLVGNVXFDS1 | West West   | North 2                        |            |
| D0107  | D1107 | <b>107</b> | LSVGNVXWDS0 | NLVGNVXGRP0 | West West   | North 3                        |            |
| D0081  | D1081 | <b>81</b>  | NLVGNVXFDS1 | NLVGNVXGRP0 | North 2     | North 3                        | ****, **** |

**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 UNE Forbearance Amendment to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink and Comcast Phone 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 Comcast Phone 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 Comcast Phone of Nevada, LLC submit the UNE Forbearance 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 UNE Amendment is consistent with the public interest, convenience, and necessity. The UNE 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)<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 have served a copy of this Certificate of Service for the *Joint Petition for Approval of the UNE Forbearance 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 Comcast Phone of Nevada, LLC upon all 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**

Gloria Faust, VP Voice Production Mgmt.  
[Gloria\\_faust@comcast.com](mailto:Gloria_faust@comcast.com)

**Via Email**

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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:**

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

<http://puc.nv.gov/>; and

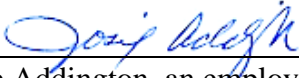
[http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

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

Paper: Josie Addington, Legal Assistant  
Lumen  
1600 7<sup>th</sup> Avenue, Room 1506  
Seattle, WA 98191

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

Dated this 23<sup>rd</sup> day of April, 2021.

  
\_\_\_\_\_  
Josie Addington, an employee of Lumen  
Technologies, Inc.