

Josie G. AddingtonLegal Assistant
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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: Resale 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 Resale 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 dba 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 are 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) 806-7339. Thank you for your assistance.

Sincerely,



Josie G. Addington
Legal Assistant

Enclosure(s)

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 Resale 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 22nd 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

**Resale 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 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 (referred to as the “Forbearance Order”); and

WHEREAS, the Parties agree that the Forbearance Order is a change 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 Order 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 Resale 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 waives 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


Gloria Faust (Jan 20, 2021 17:53 EST)

Signature

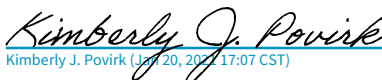
Gloria Faust
Name Printed/Typed

Vice President Voice Product Management

Title
Jan 20, 2021

Date

Central Telephone Company d/b/a CenturyLink


Kimberly J. Povirk (Jan 20, 2021 17:07 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title
Jan 20, 2021

Date

ATTACHMENT 1

- 1. Resale Provisions** – Pursuant to the Forbearance Order, Comcast’s ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement 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 services for resale pursuant to the applicable terms and conditions of the Agreement, including the discounts delineated in Exhibit A of this Amendment (“wholesale discount”). In addition, Comcast may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
 - b. After February 2, 2020 to August 2, 2022** – After February 2, 2020, any services Comcast orders for resale from CenturyLink pursuant to the applicable provisions of the Agreement will no longer receive a wholesale discount. Any orders for such new services for resale are subject to the applicable retail Tariff rates.
 - i. For any services procured for resale under the terms of the Agreement (“Existing Resale Services”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including the wholesale discounts until August 2, 2022.
 - ii. For any services procured for resale under the terms of the Agreement after February 2, 2020, CenturyLink will continue to provide Resale Services pursuant to the terms of the Agreement, removing the wholesale discounts.
 - 1. CenturyLink, on no more than quarterly basis, may conduct an internal review of Comcast’s resale order activity in order to accurately bill new resale services ordered by Comcast after February 2, 2020 under the terms of the Agreement and to which a wholesale discount was applied by CenturyLink.
 - 2. CenturyLink may issue applicable credits or debits using the effective date that the new resale service(s) was originally ordered (“Resale True-Up Bill”) removing the wholesale discount for such resale service(s);
 - 3. A Resale True-Up Bill will be issued no more than twelve (12) months following the effective date that the new resale service(s) was ordered.
 - c. After August 2, 2022** – The Parties agree that CenturyLink will continue to provide new resale services and Existing Resale Services pursuant to the terms of the Agreement without the application of the wholesale discount.

Table 1 - Rates

KEY CODES		Embarq - Nevada	January 2020	
MRC	NRC	ICA Elements		
		Resale Tag & Label (*A, *B, * C)	MRC	NRC
	I0004	Tag and Label on a new install loop or resale		\$8.29
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$8.29
	I0006	Tag and Label on an addtl loop or resale on the same order at the same location		\$8.29
	I0014	2-Wire Loop Cooperative Testing		\$45.58
	I0015	4-Wire Loop Cooperative Testing		\$57.60
		Timed Coordinated Conversion Charge - C order		\$85.67
		Timed Coordinated Conversion Charge - D order		\$36.20
		Other Charges (*A, *B, * C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
Effective on Orders after 2/2/20				
		Resale Discounts (*A, *B, * C)	MRC	NRC
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		Resale Tag & Label (*A, *B, * C)	MRC	NRC
	I0004	Tag and Label on a new install loop or resale		\$8.29
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$8.29
	I0006	Tag and Label on an addtl loop or resale on the same order at the same location		\$8.29
	I0014	2-Wire Loop Cooperative Testing		\$45.58
	I0015	4-Wire Loop Cooperative Testing		\$57.60
		Timed Coordinated Conversion Charge - C order		\$85.67
		Timed Coordinated Conversion Charge - D order		\$36.20
		Other Charges (*A, *B, * C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
	*A	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	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.		
	*C	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for Resale 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.		

**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 Resale 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 Resale 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 Resale Forbearance Amendment is consistent with the public interest, convenience, and necessity. The Resale Forbearance Amendment does not violate any requirement of the Commission.

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

No consumer session is required to be held.

If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.

Not applicable.

¹ NRS 704.069 states in pertinent part:

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Certificate of Service for the *Joint Petition for Approval of the Resale 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

Via Email

Eric Witkoski
Bureau of Consumer Protection
555 E. Washington Street, Suite 3900
Las Vegas, Nevada 89101
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
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David.collier@att.com
Randy.brown@att.com

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Pucn.sc@puc.nv.gov

Teri Ohta
T-Mobile
12920 SE 38th Street
Bellevue, Washington 98006
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

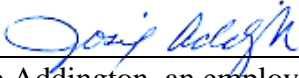
http://www.centurylink.com/wholesale/clec_nv.html.

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

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

Electronic: Josie.addington@lumen.com

Dated this 23rd day of April, 2021.



Josie Addington, an employee of Lumen
Technologies, Inc.