

September 22, 2021

Via UPS

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

**Re: Third Party Transit Provider Amendment to the
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 Third Party Transit Provider 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 Wide Voice, 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

Attachments
cc: Service List

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

IN RE JOINT PETITION OF CENTRAL
TELEPHONE COMPANY D/B/A CENTURYLINK
AND WIDE VOICE, 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 Wide Voice, LLC (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Third Party Transit Provider Amendment to the Interconnection Agreement between Central Telephone Company dba CenturyLink and Wide Voice, 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 1st day of September, 2021.

WIDE VOICE, LLC

By: _____

Andrew Nickerson, CEO
anickerson@widevoice.com

**CENTRAL TELEPHONE COMPANY DBA
CENTURYLINK**

By: _____

Josie Addington
Josie.addington@lumen.com

ATTACHMENT A

**Third Party Transit Provider Amendment
to the Interconnection Agreement between
Central Telephone Company d/b/a CenturyLink
and
Wide Voice, LLC
for the State of Nevada**

This Amendment (“Third Party Transit Provider Amendment”) is to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink (“CenturyLink”) and Wide Voice, LLC (“Third Party Transit Provider”), collectively referred to as, 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, which, among other terms, required each Party to provide for the termination of Exchange Service (EAS/Local) and ISP-Bound traffic originated by the other Party on a “bill and keep” basis, without payment of terminating compensation by either Party; and

WHEREAS, Third Party Transit Provider wishes to offer transiting services to other telecommunications carriers and exchange that traffic with CenturyLink according to the terms of this “Third Party Transit Provider Amendment” (the “Third Party Transit Provider 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 Third Party Transit Provider Amendment; 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 purpose of this Amendment is to provide the specific terms under which Third Party Transit Provider exchanges traffic with CenturyLink. See Attachment 1 and Table 1 attached and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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. Except as provided in the Agreement, this Third Party Transit Provider Amendment may not be

further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

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.

Wide Voice, LLC

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

Andrew Nickerson
Andrew Nickerson (May 6, 2021 13:49 PDT)

Kimberly J. Povirk
Kimberly J. Povirk (May 6, 2021 16:28 CDT)

Signature

Signature

Andy Nickerson
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

CEO
Title

Sr. Dir. Bus. Ops Wholesale Sales
Title

May 6, 2021
Date

May 6, 2021
Date

ATTACHMENT 1

Terms of Third Party Transit Provider Amendment

1. Definitions:

“Commercial Mobile Radio Services (“CMRS”)” a radio communication service as set forth in 47 C.F.R. §20.3.

“InterMTA Traffic” for purposes of intercarrier compensation under this Amendment means CMRS traffic between CenturyLink and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call may be used.

“InterMTA Factors” are factors that are used in intercarrier compensation to determine InterMTA and InterMTA roaming MOUs when CenturyLink’s end user Customer is originating a Land-Mobile call to the CMRS’s end user customer in another MTA.

“IntraMTA Traffic” or “Local Traffic” for purposes of intercarrier compensation under this Amendment means CMRS traffic between CenturyLink and a CMRS provider that originates and terminates in the same Major Trading Area. For purposes of determining whether traffic originates and terminates in the same MTA, and therefore whether the traffic is IntraMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning or ending of the call may be used. IntraMTA Traffic or Local Traffic for purposes of intercarrier compensation does not include: (1) Toll Traffic, including, but not limited to, calls originated or terminated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (2) Special Access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (3) Transit Traffic or (4) InterMTA Traffic. “ISP-Bound Traffic” For purposes of this Agreement, traffic that is transmitted to an Internet Service Provider (ISP) who is physically located in an exchange within the same LCA of the originating end user, consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001). ISP-Bound Traffic does not include any VNXX Traffic.

“Major Trading Area (MTA)” is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

“Transit Service” means the use of CenturyLink’s network to deliver Transit Traffic.

“VoIP-PSTN Traffic” is traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (TDM) format that originates from and/or terminates to a Party’s end user customer in Internet Protocol (IP) format, as determined in the order issued by the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011 (FCC’s ICC Order).

“Virtual NXX Traffic (VNXX Traffic)” refers to calls originated from of terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

2. INTERCONNECTION

1. CenturyLink will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. CenturyLink will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall comply with all state wholesale and retail service quality requirements. If CenturyLink experiences issues in meeting any service quality requirements as a direct result of CLEC's offering of Third Party Transit Services, CenturyLink will provide notice to CLEC of such issues and CLEC agrees that it will take actions necessary to remedy the issues CenturyLink identifies.

2. Pursuant to the terms of the Third Party Transit Provider Amendment, Third Party Transit Provider will be exchanging Local, IntraMTA, ISP-Bound, IntraLATA LEC Toll, InterMTA and VoIP-PSTN Traffic with CenturyLink for traffic originated by and/or terminated to certain other telecommunications carriers ("Transit Customer"). Prior to Third Party Transit Provider exchanging this traffic with CenturyLink, it will identify any Transit Customers to CenturyLink and CenturyLink will confirm that any proposed Transit Customers have entered into a "Routing Through a Third Party Transit Provider Amendment" with CenturyLink, prior to the exchange of any traffic with CenturyLink.

2.1 Third Party Transit Provider will follow applicable procedures of the LERG and the Third Party Transit Provider Agreement in order to identify the NPA-NXX(s) which will be routed through Third Party Transit Provider's Tandem Switch in the LATA or a Third Party Transit Provider's Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA.

2.2. Third Party Transit Provider will provide appropriate call treatment per industry standards/guidelines for traffic from CenturyLink to the Third Party Transit Provider destined for its Transit Customers, where the appropriate network infrastructure may not be in place between the Third Party Transit Provider and its Transit Customers.

2.3 The Parties do not intend to exchange traffic for Interconnected VoIP Providers when CLEC acts as a Carrier Partner (as defined by the FCC in the VoIP Numbering Order) under this Amendment.

3. Third Party Transit Provider and CenturyLink will continue to exchange traffic under the terms of the Third Party Transit Provider's Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Third Party Transit Provider Amendment, all traffic originated by parties utilizing Third Party Transit Provider and terminating to CenturyLink end users will be treated as though originated by Third Party Transit Provider, including but not limited to terminating intercarrier compensation and compensation for use of local interconnection transport facilities.

3.1 Except as specifically described below, when CLEC acts as a Third Party Transit Provider, all traffic exchanged between CLEC and CenturyLink will be treated as wireline traffic for billing purposes. CenturyLink and CLEC will not separately identify CMRS traffic.

3.1.1 CenturyLink will not pay CLEC any compensation for any InterMTA traffic. CenturyLink will bill Third Party Transit Provider for InterMTA traffic by using the InterMTA Factor in Table 1 which will be calculated against all CenturyLink originated MOU routing through the CLEC terminating to a CMRS end user. CenturyLink will bill CLEC for such traffic at Originating

Interstate Access Rates out of the CenturyLink Access Tariff. The InterMTA Factor will be identified on Table 1 and will stay in place unless either Party conducts a traffic study of CenturyLink originated traffic routed through the CLEC and terminating to CMRS. A request to review traffic studies and revise the InterMTA Factor is limited to twice a year and any change will be documented in an amendment.

4. Compensation for transiting traffic to Transit Customer will not be paid by CenturyLink to Third Party Transit Provider for CenturyLink end user originated traffic or transit traffic routed to CenturyLink that CenturyLink sends through the Third Party Transit Provider to terminate to Transit Customer. This amendment modifies the calculation to allocate facility costs between the Parties to include all traffic that is routed on the Third Party Transit Provider Tandem to Tandem trunk groups to be the CLEC's responsibility for purposes of allocating the shared costs for transport.

5. When the Third Party Transit Provider utilizes CenturyLink's Tandem Switch for the exchange of Local Traffic, where there is a DS1's worth of traffic, total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month between the Third Party Transit Provider's switch and CenturyLink's Tandem Switch for delivery to and from one (1) of CenturyLink's End Office Switches, the Third Party Transit Provider must establish a POI with or order DTT to CenturyLink's End Office Switch. Upon notice by CenturyLink or anticipation of such traffic usage levels, the Third Party Transit Provider will order DTT or establish a POI, within 30 days, for direct trunk group(s) to the CenturyLink End Office Switch. Subsequently, until the Third Party Transit Provider orders such direct trunk groups CenturyLink may not process or may reject the Third Party Transit Provider's orders for new trunk groups or trunk group augments to CenturyLink's tandems. To the extent that the Third Party Transit Provider has established a Collocation arrangement at a CenturyLink End Office Switch location, and has available capacity, Transit Customer may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to Third Party Transit Provider's Switch.

6. This Third Party Transit Provider Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Third Party Transit Provider may have with CenturyLink, including tariffs, interconnection and/or access agreements.

7. This Third Party Transit Provider Amendment does not authorize Third Party Transit Provider to bill CenturyLink on behalf of Transit Customer for any charges associated with local interconnection facilities with CLEC(s) or Type 2 interconnection facilities with CMRS, including, but not limited to any reciprocal compensation arrangements contained in separate agreements with CenturyLink.

8. Third Party Transit Provider will not exchange VNXX traffic with CenturyLink.

9. Third Party Transit Provider will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

10. Third Party Transit Provider will be responsible to provide transit records, in EMI category 11-01-XX format to CenturyLink, if required by CenturyLink.

Table 1 - Rates

		Embarq		February 1, 2017
		InterMTA	MRC	NRC
		InterMTA Factor	10%	

**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 Third Party Transit Provider Amendment to the Interconnection Agreement (“Amendment”) between Central Telephone Company d/b/a CenturyLink (“CenturyLink”) and Wide Voice, LLC (“Wide Voice”) 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)):

CenturyLink and Wide Voice

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)):

CenturyLink and Wide Voice submit the 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 is consistent with the public interest, convenience, and necessity. The 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 Third Party Transit Provider Amendment to the Interconnection Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company dba CenturyLink and Wide Voice, 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

Andrew Nickerson, CEO
anickerson@widevoice.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
Reno, Nevada 89520
David.collier@att.com
Randy.brown@att.com

Carla Mascaro
AT&T Nevada
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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

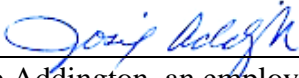
http://www.centurylink.com/wholesale/clec_nv.html.

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 22nd day of September, 2021.



Josie Addington, an employee of Lumen
Technologies, Inc.