



February 7, 2014

Ms. Breanne Potter
Asst Commission Secretary
Public Utilities Commission of Nevada
1150 East William Street
Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company dba CenturyLink and TNCI Operating Company, LLC for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.

Dear Ms. Potter:

Enclosed for filing is a Joint Petition for Approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada under Section 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and TNCI Operating Company, LLC ("TNCI"). CenturyLink and TNCI submit the Amendment for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed is a draft notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877. A check in the amount of \$200 is also enclosed to cover the filing fee.

If you have any questions, please contact me at (702) 244-7318. Thank you for your assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Linda Stinar".

Linda Stinar
Director Regulatory Affairs

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone Company
d/b/a CenturyLink and TNCI Operating Company,
LLC for approval of the Amendment to the
Interconnection, Collocation and Resale
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,
COLLOCATION AND RESALE 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 TNCI Operating Company, LLC
(collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the
"Commission") for approval of the Amendment to the Interconnection, Collocation and Resale
Agreement for the State of Nevada, attached hereto is 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 Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Amendment. With
respect to Section 252(e) (2) of the Act, the Parties assert that the Amendment does not
discriminate against any telecommunications carrier not a party to the Amendment. The
implementation of the Amendment is consistent with the public interest, convenience, and
necessity. The Amendment does not violate any requirement of the Commission.

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

Dated this 14th day of February, 2013.

TNCI Operating Company, LLC

Central Telephone Company d/b/a CenturyLink

By: _____

Jeff Compton
President and CEO

114 E. Haley Street, Suite A
Santa Barbara, CA 93101

By: _____

Linda C. Stinar
Director Regulatory Affairs
6700 Via Austi Parkway
Las Vegas, Nevada 89119

**Amendment to the Interconnection, Collocation and Resale Agreement
between
Central Telephone Company -- Nevada
d/b/a CenturyLink (f/k/a Embarq)
and
TNCI Operating Company, LLC
for the state of Nevada**

This Amendment ("Amendment") is to the Interconnection, Collocation and Resale Agreement between Central Telephone Company -- Nevada d/b/a CenturyLink (formerly d/b/a Embarq), and TNCI Operating Company, LLC (hereinafter "CLEC"). (CenturyLink and CLEC are collectively the "Parties").

RECITALS

WHEREAS, CLEC assumed all of the interconnection agreements between Pac-West Telecomm, Inc. and CenturyLink in the Assignment and Assumption Agreement, dated September 24, 2013, as part of, *In re UPH Holdings, Inc., et al., Chapter 11 Case No. 13-10570 (Jointly Administered), Bankr. W.D. Texas*, leaving CLEC as the contracting entity under this Agreement.

WHEREAS, the Parties entered into an Interconnection, Collocation and Resale Agreement dated November 12, 2004 ("Agreement") for service in the State of Nevada, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment as of September 24, 2013. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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.

Signatures and Execution

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TNCI Operating Company, LLC

Central Telephone Company -- Nevada

DocuSigned by:
Jeff Compton
5DBE962960B24DB...
Signature

DocuSigned by:
L T Christensen
C6642B0DF7FA45B...
Signature

Jeff Compton
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

President and CEO
Title

Director – Wholesale Contracts
Title

1/24/2014
Date

1/31/2014
Date

Attachment 1

Definitions. The specific defined terms of the Agreement which are set forth below shall be added and/or replaced by the following definitions:

- 1.57 "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") in order to be connected to the Internet.
- New Virtual NXX Traffic (VNXX Traffic): refers to (A) calls which are dialed to a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is the same as the Rate Center associated with the telephone number from which the calls are originated but which are terminated to customer premise equipment (e.g. a telephone handset, modems, servers, calling card platform equipment, etc.) which is physically and geographically located outside the Local Calling Area from which the call originated, and/or (B) calls which are dialed from a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is the same as the Rate Center associated with the telephone number to which the calls are terminated, but which are originated from customer premise equipment which is physically, geographically located outside the Local Calling Area to which the call is terminated. VoIP-PSTN Traffic is not considered to be VNXX traffic destined for the Internet for purposes of this Agreement.
- New VNXX Service: VNXX Service means the assignment by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate Center (as set forth in the LERG) that is not within the same Local Calling Area where the customer premise equipment (e.g., a telephone handset, modems, servers, calling card platform equipment, etc.) associated with such NPA-NXX-XXXX is physically, geographically located.

Section 20.1 The contact information in Section 20.1 will be replaced with the following:

CenturyLink:

Director – Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With copy to:

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

CLEC:

TNCI Operating Company LLC
Attn: Jeff Compton, President and CEO
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Phone: 805-560-7809
Fax: 805-965-2476
Email: jcompton@bluecasa.com

Section 53.2 The heading of Section 53.2 of the Agreement shall be changed as shown below, and its subsections shall be deleted and replaced with the following terms:

53.2. Compensation for Local Traffic and ISP-Bound Traffic

53.2.1 All Local Traffic (which shall not include ISP-Bound Traffic or VNXX Traffic) shall be exchanged on a bill and keep basis as long as the traffic is roughly balanced (i.e. not more than 55% of such traffic of such Local Traffic is terminated by either Party). If more than 55% of such Local Traffic is terminated by either Party for three consecutive months, then at the option of the terminating Party, the Parties agree that the termination of all Local Traffic shall be compensable at the rate of \$.0007 per MOU, effective from and after the date on which the terminating Party provides written notice advising of the exercise of such option. In the event the traffic becomes roughly balanced for three consecutive months after the Parties have implemented the \$.0007 rate for Local Traffic instead of a Bill & Keep arrangement, then at the option of either Party, the Parties shall thereafter reinstate the Bill & Keep compensation arrangement effective upon the date of a written notice advising of the exercise of such option.

53.2.2. All ISP-Bound Traffic which is VNXX Traffic shall be exchanged on a bill and keep basis. For purposes of this Agreement, the Parties agree that one hundred percent (100%) of the ISP-Bound Traffic that is terminated to CLEC's end users is VNXX Traffic. Either Party may perform traffic studies at any time to determine if the factor stated in this paragraph is an accurate proxy for the amount of ISP-Bound Traffic which is VNXX Traffic and each Party will provide data necessary to determine the character of the traffic exchanged between the Parties for such purposes. Should the traffic study indicate that the percentage should be changed, the Parties agree to implement the correct percentage on a prospective basis (i.e. from the date of the traffic study) pursuant to written notice, without amending the agreement.

53.2.3 The bill and keep arrangement which may be in effect between the Parties at any time shall not affect the respective rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for any Transit Traffic.

53.2.4 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. If the Parties exchange VNXX Traffic, other than any VNXX Traffic which is ISP-Bound Traffic which is governed by Section 53.2.2 above, a Party that originates or terminates such calls shall be entitled to recover originating or terminating access charges, except that the Party that provides the VNXX Service that enables such VNXX Traffic shall not be entitled to recover access charges for such VNXX Traffic. Both Parties represent and warrant that they are not providing VNXX Service other than traffic which is ISP-Bound Traffic which is governed by Section 53.2.2 above, and will not do so unless they provide advance written notice to the other Party. Either Party may perform traffic studies at any time to determine if VNXX Traffic is being exchanged with the other Party, and each Party will provide data necessary to determine the physical, geographic location of customer premise equipment which is associated with an NPA-NXX-XXXX.

53.2.5 CLEC shall compensate CenturyLink for the costs associated with transporting VNXX-routed ISP-Bound traffic from the POI to CLEC's media gateway. The compensation paid by CLEC to CenturyLink shall be based on access rates set forth in applicable CenturyLink tariffs.

Section 53. The following subsections of Section 53 shall be deleted, and replaced with a notation that says "Intentionally Left Blank" as reflected below:.

53.3. Intentionally Left Blank.

53.5 Intentionally Left Blank

Section 53.10.3 and Section 53.10.4 shall be replaced with the following terms:

53.10.3 Interconnection Facilities that carry both Local Traffic and non-Local traffic (other than VNXX which is ISP-Bound which shall be billed separately in accordance with 53.2.5) shall be leased at Sprint's applicable access tariff rates.

53.10.4 The Parties agree, in recognition of the extensive local interconnection facilities in place as of the date of this Agreement and in operation for the past five years, to share the cost of such facilities during the term of this Agreement. For the interconnections facilities that are leased from Sprint, CLEC will invoice Sprint, on a quarterly basis, for only the portion of the interconnection facilities that is used to exchange Local Traffic and ISP-bound traffic which is not VNXX Traffic. For this portion, CLEC shall charge Sprint for 50% of the rate that Sprint charged CLEC. For example, if CLEC purchases the interconnection facility out of Sprint's tariff, CLEC shall charge Sprint for 50% of the tariff rate, but only for that portion of the facility used to exchange Local Traffic and ISP-bound traffic which is not VNXX Traffic, subject to Sections 53.10.5, 53.10.6, and 53.10.7.

**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 Amendment to the Interconnection, Collocation and Resale Agreement between Central Telephone Company d/b/a CenturyLink and TNCI Operating Company, LLC for the State of Nevada under Section 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 TNCI Operating Company, 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 TNCI Operating Company, LLC submit the Amendment to the Interconnection, Collocation and Resale 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 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 on this 7th day of February 2014, served a copy of the Certificate of Service for the *Joint Petition for Approval of the Amendment to the Interconnection, Collocation and Resale Agreement* for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and TNCI Operating Company, LLC upon all parties:

Via Hand Delivery:

Ms. Breanne Potter (original)
Asst Commission Secretary
Public Utilities Commission of Nevada
9075 West Diablo Drive Suite 250
Las Vegas, Nevada 89148

I hereby certify that I have this day served the foregoing documents upon the following parties by either postage pre-paid U.S. Mail or electronic mail to:

TNCI Operating Company, LLC
Jeff Compton
President and CEO
114 E. Haley Street
Suite A
Santa Barbara, CA 93101
jcompton@bluecasa.com

Bureau of Consumer Protection
Eric Witkoski
555 E. Washington St., Suite 3900
Las Vegas, NV 89101
bcpserv@ag.nv.gov

I hereby certify that I have this day served Document Available Notice by electronic transmission or postage pre-paid U.S. Mail to an acceptable location to the list established pursuant to NAC 703.296:

Janice Ono,
Randy Brown
AT&T Nevada
645 East Plumb, Room C144
Reno, NV 89520
janice.ono@att.com
randy.brown@att.com

Charlie Born
Pam Pittenger
Frontier Communications
P.O. Box 340
Elk Grove, CA 95759
charlie.born@ftr.com
pam.pittenger@ftr.com

Harold Oster
Rio Virgin d/b/a Reliance Connects
61 W. Mesquite Blvd.
Mesquite, NV 89027
osterh@cuaccess.net

Marilyn Ash
Mpower Comm. Corp d/b/a
US Telepacific
620 3rd St.
San Francisco, CA 94107
ashm@telepacific.com

Mark DiNunzio
Cox Nevada Telecom, LLC
1515 W. Deer Valley Rd.
Phoenix, AZ 85027
mark.dinunzio@cox.com

Margaret Tobias
Tobias Law Office
460 Pennsylvania Ave
San Francisco, CA 94107
marg@tobiaslo.com

Commercial Telephone Exchange, Inc.
P.O. Box 11527
Reno, NV 89510

Public Utilities Commission of Nevada
pucn.sc@puc.nv.gov

Scott Shaw
Service 1st Energy Solutions
3863 Valley View Blvd. #2
Las Vegas, NV 89103
sshaw@service1stnow.com

I hereby certify the foregoing documents are being made available for inspection at website Internet address: <http://puc.nv.gov/> and http://www.centurylink.com/wholesale/clec_nv.html.

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

Paper: Linda Stinar
CenturyLink
6700 Via Austi Pkwy
Las Vegas, Nevada 89119

Electronic: linda.c.stinar@centurylink.com



Linda Stinar, an employee of Central Telephone
Company dba CenturyLink

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Petition of Central Telephone Company d/b/a)
CenturyLink and TNCI Operating Company LLC)
for approval of an Amendment to their)
Interconnection, Collocation, and Resale Agreement) Docket No. 14-02012
pursuant to Section 252 of the Telecommunications)
Act of 1996.)
_____)

NOTICE OF JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO AN
INTERCONNECTION AGREEMENT BETWEEN TELECOMMUNICATION CARRIERS
UNDER SECTION 252 OF THE TELECOMMUNICATIONS ACT
AND
NOTICE OF PENDENCY OF HEARING

Central Telephone Company d/b/a CenturyLink and TNCI Operating Company LLC
(collectively, “Joint Petitioners”) filed with the Public Utilities Commission of Nevada
 (“Commission”) a Joint Petition, designated as Docket No. 14-02012, for approval of an
Amendment to their Interconnection, Collocation, and Resale Agreement pursuant to Section
252 of the Telecommunications Act of 1996.

This Notice serves only to notify the public that the Commission has received the above-
referenced filing. It is the responsibility of interested persons to review the filing and monitor
the proceedings to determine their desired levels of involvement based on how this matter may
affect their unique situations. The details provided within this Notice are for informational
purposes only and are not meant to be an all-inclusive overview of the filing.

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STATEMENT REVIEW AND APPROVAL ROUTING

BY: AF UF
DRAFT OF 2/12/14 AT 11:00 A.M.

APPROVED & ASSIGNED BY	DATE
<input type="checkbox"/> ADMIN / ASSE (_____)	_____
<input checked="" type="checkbox"/> COMB / COMBIL <u>AP</u>	<u>2/12/14</u>
<input type="checkbox"/> SECRETARY / ASST SEC. _____	_____

Interested and affected persons may obtain a copy of the Joint Petition from the Commission and may file comments pertaining to the Joint Petition at either of the Commission's offices on or before WEDNESDAY, MARCH 12, 2014. Any comments must be simultaneously served on the Commission, the parties to the Agreement, the Regulatory Operations Staff of the Commission, and the Nevada Attorney General's Bureau of Consumer Protection. In response to the comments filed on or before WEDNESDAY, MARCH 12, 2014, the Joint Petitioners may file reply comments and legal arguments on or before THURSDAY, MARCH 27, 2014.

The Commission has jurisdiction over this matter and legal authority to conduct proceedings pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.040 and 704.120, NAC 703.290, and 47 United States Code ("U.S.C.") §252(e). The Commission will make a determination at an open meeting regarding whether to grant the relief requested, which may have an impact on consumers.

NOTICE IS HEREBY GIVEN that a public HEARING in the above matter will be held as follows:

FRIDAY, MARCH 28, 2014
1:00 P.M.
Hearing Room B
Public Utilities Commission of Nevada
1150 East William Street
Carson City, NV 89701

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Joint Petition or a request for a hearing by WEDNESDAY, MARCH 12, 2014, the hearing will be cancelled.

Pursuant to 47 U.S.C. §252(e) and NRS 704.120, the Commission will receive evidence


pertaining to the issues raised by filed comments and any responses by Joint Petitioners regarding any dispute over the terms and conditions of the Agreement.

Pursuant to 47 U.S.C. §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that (i) the agreement discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement is not consistent with the public interest, convenience, and necessity.

At the hearing, the Commission may also consider issues related to the provisions of 47 U.S.C. §251 and 252 and Chapters 703 and 704 of the NRS and NAC, may discuss public comments, and may make decisions on the procedural issues raised at the hearing.

In accordance with NRS 704.6877 and NAC 703.290, this Joint Petition is available at the Commission's website at: <http://puc.nv.gov>.

By the Commission,



BREANNE POTTER,
Assistant Commission Secretary

Dated: Carson City, Nevada

2-12-14

(SEAL)

