

January 18, 2012

Via Overnight Courier

Illona Jeffcoat-Sacco
North Dakota Public Service Commission
600 East Boulevard, Dept. 408
Bismarck, North Dakota 58505

RECEIVED

JAN 19 2012

PUBLIC SERVICE COMMISSION

**Re: *Level 3 Communications, LLC
Revisions to NDPS Tariff No. 2***

Ladies and Gentlemen:

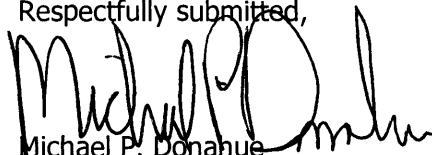
On behalf of Level 3 Communications, LLC ("Level 3"), transmitted herewith is the original plus seven (7) copies of revisions to its NDPS Tariff No. 2. Level 3's NDPS Tariff No. 2 is issued January 19, 2012, to be effective February 8, 2012, on 20 days' notice.

Level 3's NDPS Tariff No. 2 has been revised to comply with the Federal Communications Commission's 2011 Report and Order, FCC 11-161 (in Docket Nos. 07-135, 01-92 et al., released November 18, 2011) directing the filing of tariffs.

An additional copy of this transmittal letter is enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned at (703) 714-1319 or via email at mpd@commlawgroup.com. Any questions regarding the revisions should be directed to Karen Hyde at (724) 743-9719, or via email at Karen.hyde@level3.com.

Respectfully submitted,


Michael P. Donahue
Regulatory Counsel

cc: Karen Hyde

1 **PU-12-41** Filed: 1/19/2012 Pages: 10
Toll VoIP-PSTN

Level 3 Communications, LLC

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SWITCHED ACCESS SERVICES

CHECK SHEET

Current pages in this tariff are as follows:

Page	Revision	Page	Revision	Page	Revision
1*	5th Revised	29	Original	59	2nd Revised
2	Original	30	1st Revised	60	Original
3	Original	31	Original	61	Original
4	Original	32	Original	62	Original
5	Original	33	Original	63	Original
6*	2 nd Revised	34	Original		
6.1*	Original*	35	1st Revised		
7*	1 st Revised	36	1st Revised		
8	1st Revised	37	Original		
9	1st Revised	38	1st Revised		
10	Original	39	1st Revised		
11	Original	40	1st Revised		
12	Original	41	Original		
13	Original	42	Original		
14	Original	43	Original		
15	Original	44	1st Revised		
16	Original	45	Original		
17	Original	46	1st Revised		
18	Original	47	Original		
19	Original	48	1st Revised		
19.1*	Original	49	1st Revised		
19.2*	Original	50*	1st Revised		
19.3*	Original	50.1	Original		
20	Original	50.2	Original		
21	1st Revised	50.3	Original		
21.1	Original	51	1st Revised		
21.2	Original	52	1st Revised		
21.3	Original	52.1	Original		
21.4	Original	52.2	Original		
21.5	Original	53	1st Revised		
22	1st Revised	54	Original		
23	Original	55	2nd Revised		
24	Original	56	1st Revised		
25	Original	57	3rd Revised		
26*	1st Revised	58	3rd Revised		
26.1*	Original				
27	1st Revised				
28	1st Revised				

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Level 3 Communications, LLC
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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICES

SECTION 1 - DEFINITION OF TERMS (Cont'd)

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

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Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

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*Material now appearing on page formerly appeared on First Revised Page 6.

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SWITCHED ACCESS SERVICES

SECTION 1 - DEFINITION OF TERMS (CONT'D)

PIU: Percent Interstate Usage

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Tandem Connect service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

Service Order: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Toll VoIP-PSTN Traffic: The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Level 3 Communications, LLC tariff.

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SWITCHED ACCESS SERVICES

SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.6 Identification and Rating of VoIP-PSTN Traffic (N)

This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as set forth in Section 15, following.

Calculation and Application of Percent-VoIP- Usage Factors

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end user.
- b. The Customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- c. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.
- d. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- e. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request. (N)

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SWITCHED ACCESS SERVICES

SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.6 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

- f. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- g. The Company shall use default factors until such time as Customer supplies such factors. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

3.4.7 The preceding section 3.4.6 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

3.4.8 Initial Implementation of PVU Factors

- a. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the Customer to the Company prior to April 15, 2012.
- b. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

3.4.9 PVU Factor Update

The Customer may update the PVU factors quarterly using the method set forth in 3.4.6.1.c, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

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SWITCHED ACCESS SERVICES

SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.10. PVU Factor Verification

- (N)
- a. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
 - b. The Company may dispute the Customer's PVU factor based upon:
 - A review of the requested data and information provided by the Customer,
 - The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
 - A change in the reported PVU factor by more than five percentage points from the preceding quarter.
 - c. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.
 - d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
 - In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
 - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
 - The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
 - If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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SWITCHED ACCESS SERVICES

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

(1) The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

4.9 Disputed Bills (Cont'd)

- (2) The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:
 - A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
 - The account number under which the bill was rendered;
 - The date of the bill;
 - The invoice number;
 - The exact dollar amount in dispute;
 - The universal service order code(s)(USOCs) and/or rate element associated with the service;
 - Details sufficient to identify the specific amount(s) and item(s) in dispute;
 - The name of the person initiating the Customer's dispute;
 - Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

- (3) The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.

- (4) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

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