

ORIGINAL NEW APPLICATION



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Arizona Corporation Commission  
DOCKETED

OCT 20 2016

October 20, 2016

DOCKETED BY *P.A.*

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Docket Control  
Arizona Corporation Commission  
1200 W. Washington  
Phoenix, AZ 85007

T-01051B-16-0382  
T-03471A-16-0382

Re: In the Matter of Adoption of the Second Subloop Access at MDUs Extension Amendment to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC and Cox Arizona Telcom, L.L.C. for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and Cox Arizona Telcom, L.L.C. ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms and conditions to Section 9.3 as set forth in Attachment 1 into the Interconnection Agreement. The Agreement was approved by the Commission on January 6, 2010, Docket Nos. T-01051B-09-0481, T-03471A-09-0481.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/bardm

Enclosure

Docket Control, Arizona Corporation Commission  
October 20, 2016  
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cc: Ms. Theresa Cabral  
Regulatory Affairs, Interconnection  
Cox Communications  
2200 Powell Street, Suite 1035  
Emeryville, CA 94608

Ms. Beth Carnes  
Director, Regulatory Affairs  
Cox Communications  
1400 Lake Hearn Drive  
Atlanta, GA 30319

**Second Subloop Access at MDUs Extension Amendment  
to the Interconnection Agreement between  
Qwest Corporation d/b/a CenturyLink QC  
and  
Cox Arizona Telcom, L.L.C.  
for the State of Arizona**

This is a Second Amendment ("Second Amendment") to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC ("Qwest"), a Colorado corporation, and Cox Arizona Telcom, L.L.C. ("CLEC"), a Delaware limited liability company. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was deemed approved by the Commission by operation of law on January 6, 2010 ("Agreement"); and

WHEREAS, the Parties agreed to amend the Agreement and entered into a Subloop access at MDUs Amendment ("First Amendment") executed by the Parties on April 27, 2011;

WHEREAS, the Parties agree to further 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 Second 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 to Section 9.3 of the Agreement, as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree the terms in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or term(s) in other contexts.

**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 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 Second 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.

**Cox Arizona Telcom, L.L.C.**

**Qwest Corporation**

DocuSigned by:  
*Joiava Philpott*  
DF450EB502144A3...

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Signature

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Joiava Philpott  
Name Printed/Typed

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VP – Regulatory Affairs  
Title

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10/18/2016  
Date

DocuSigned by:  
*Diane Roth*  
786DEF8A148A455...

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Signature

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Diane Roth  
Name Printed/Typed

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Director – Wholesale  
Title

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10/18/2016  
Date

## ATTACHMENT 1

### 9.3 Subloop Unbundling

The Parties agree that upon a single payment by CLEC of \$4,500, no later than November 24, 2016, the existing terms related to Subloop access at MDUs, including the terms set forth in Section 9.3 and Section 9.5 of the Agreement and the same sections in the Interconnection Agreement between Qwest Corporation and Cox Arizona Telcom, L.L.C., will be extended until November 24, 2020. In the event that CLEC does not make such payment by November 24, 2016, the Parties agree that the terms and conditions prior to the Arbitration Settlement approved on November 24, 2007, for Subloop access at MDUs, apply.