



NEW APPLICATION



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Cox Communications  
1550 W. Deer Valley Road  
Phoenix, Arizona 85027  
www.cox.com

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April 6, 2017

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Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Arizona Corporation Commission  
**DOCKETED**

T-03471A-17-0105

**APR 06 2017**

Re: Cox Arizona Telcom, L.L.C. ("Cox") Tariff Revisions  
Docket Number T-03471A-17

DOCKETED BY  
*[Signature]*

To Whom It May Concern:

Pursuant to A.R.S. §§ 40-365, 40-367 and A.C.C. R14-2-1109, Cox hereby files for an original and thirteen copies of revised pages to its Local Exchange and Toll Service tariff, which was approved by the Arizona Corporation Commission ("Commission") on July 2, 1997 in Decision Number 60285.

Revisions to the Cox Local Exchange and Toll Service tariff are as follows:

Revised Pages	Description of Change
2	Revise Check Sheet.
17 & 18.	Clarification to Section 2.1.2 Shortage of Equipment or Facilities.

Cox respectfully requests that these revisions become effective on May 6, 2017.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
*[Signature]*  
Mark DiNunzio  
Director, AZ Regulatory Affairs  
(623) 328-3252

Attachment  
cc: Paul Cain



In harmony with the Cox Conserves eco-friendly program, we are proud to print on Forest Stewardship Council-certified paper.

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION
Title Page	3 <sup>RD</sup> Revised	16	2 <sup>ND</sup> Revised
2*	<b>117<sup>TH</sup> Revised</b>	17*	<b>1<sup>ST</sup> Revised</b>
3	41 <sup>ST</sup> Revised	18*	<b>5<sup>TH</sup> Revised</b>
4	57 <sup>TH</sup> Revised	18.0.1	1 <sup>ST</sup> Revised
5	71 <sup>ST</sup> Revised	18.1	1 <sup>ST</sup> Revised
6	3 <sup>RD</sup> Revised	19	1 <sup>ST</sup> Revised
7	6 <sup>TH</sup> Revised	20	2 <sup>ND</sup> Revised
8	Original	21	1 <sup>ST</sup> Revised
9	Original	22	1 <sup>ST</sup> Revised
10	1 <sup>ST</sup> Revised	23	Original
11	2 <sup>ND</sup> Revised	24	Original
12	3 <sup>RD</sup> Revised	25	3 <sup>RD</sup> Revised
13	Original	25.0.1	Original
14	4 <sup>TH</sup> Revised	25.1	1 <sup>ST</sup> Revised
15	3 <sup>RD</sup> Revised	26	2 <sup>ND</sup> Revised
		27	2 <sup>ND</sup> Revised
		28	Original
		29	4 <sup>TH</sup> Revised
		29.1	1 <sup>ST</sup> Revised
		29.2	Original
		30	4 <sup>TH</sup> Revised

(\* ) Denotes new or revised page.

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LOCAL EXCHANGE SERVICE

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

(T)

2.1.2 Shortage of Equipment or Facilities, cont'd.

(T)

4. The Company also reserves the right to manage and replace its facilities as necessary, taking into account technology advances, equipment lifecycle, availability of equipment and replacement parts, and impending failure of equipment. Replacement of facilities under such circumstances may result in customers being required, for example, to change from circuit-switched voice services to packet-switched voice services. Where necessary for Cox to manage or replace facilities or at the customer's premise, customer must provide access as specified in Section 2.3.1 (Obligations of the Customer – General) of this tariff or face disconnection, providing reasonable written notice has been sent.

(T)

(T)

2.1.3 Terms and Conditions

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
3. At the expiration of the initial term specified in each commercial Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.

(M)

(M)

(M) Material moved to Page 18.

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Issue Date: April 6, 2017

Effective Date: May 6, 2017

Issued By: Paul Cain  
Director, Regulatory Operations  
Cox Communications, Inc.  
6205-B Peachtree Dunwoody Road,  
Atlanta, GA 30328

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**LOCAL EXCHANGE SERVICE**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

4. In any action between the parties to enforce any provisions of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award. (M)
5. This tariff shall be interpreted and governed by the laws of the State of Arizona. (M)
6. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
7. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. Customers should not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines. Business Customers, who have fulfilled contract obligations and wish to transfer service type from Business to Residential, will be allowed to keep existing telephone number(s) and receive residential rates. Business Customers, who have not fulfilled contract obligations and switch service types from Business to Residential, will be issued new telephone number(s) when the service is transferred to a Residential Service type. Additionally, call intercept will not be deployed to inform the caller of the new Residential Service number.
8. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.10 below.

(M) Material moved from Page 17.

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