# ORIGINAL

## NEW APPLICATION





2011 MAY 15 P 2:51

May 15, 2017

Arizona Corporation Commission

DOCKETED

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

MAY 1 5 2017

DOCKETED BY

T-01051B-17-0142

Dear Sir or Madam:

This filing is being made on behalf of Qwest Corporation d/b/a CenturyLink QC, Entity Code T-01051B.

Enclosed for filing with the Commission are an original plus thirteen (13) copies of revisions to CenturyLink QC's Competitive Private Line Transport Services Tariff No. 6.

In this filing, CenturyLink QC is adding language to clarify the application of the Termination Liability Waiver Policy. The clarifying language will not change the application of terms, conditions or rates.

CenturyLink QC respectfully requests that this proposed changes become effective June 16, 2017.

If you have any questions regarding this filing, please contact me at the phone number or email address below.

Sincerely,

Debra Levy

Debra Leny

Manager, Regulatory Operations

Enclosures

ec: Dave Ziegler, CenturyLink Reed Peterson, CenturyLink

**DEBRA LEVY** 

Debra.Levy@CenturyLink.com 600 New Century Parkway New Century, KS 66031 Voice: (913) 353-7088

### Qwest Corporation d/b/a CenturyLink OC

COMPETITIVE PRIVATE LINE TRANSPORT SERVICES TARIFF No. 6

Arizona SECTION 2 Page 36 Release 2

Issued: 05-15-17 Effective: 06-16-17

#### 2. GENERAL REGULATIONS

#### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES 2.4.7 TERMINATION LIABILITY/WAIVER POLICY (Cont'd)

#### D. Partial Disconnect

If the customer discontinues a portion of their contracted service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.

### E. Waiver Policy

A waiver of the termination charge as set forth in C. and D., preceding, may occur if the customer moves to a different location within the Company territory or migrates to another Company service. When the customer is purchasing these services to offer to third party end users, the end user must be the same for both the old and new service. In the case of a move to a different building, the end user must be the same at the old and new location. In the case of a migration to another Company service or transmission speed, the end user must be the same for the original service and the new service or transmission speed at the current location. A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- · The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within thirty calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;
- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 115% of the remaining value of the existing agreement(s);
- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. These charges cannot be included as part of the new service agreement;
- · All applicable nonrecurring charges will be assessed for the new contracted service(s).

(T)

(T)