

TABLE OF CONTENTS

INTERCONNECTION

DOCKET NO. _____

APPLICATION OF CENTRAL TELEPHONE COMPANY OF TEXAS, INC. DBA CENTURLINK AND TELEPORT COMMUNICATIONS AMERICA, LLC FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH CHARTER FIBERLINK TX-CCO, LLC, UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

	<u>PAGE(S)</u>
I. Application	1-3
II. Attachment I Interconnection Agreement	4-6
III. Attachment II Affidavit of Diane Roth	7
IV. Attachment III Affidavit of Peggy Giaminetti	8



June 10, 2016

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, TX 78701

Re: Application of Central Telephone Company of Texas, Inc., d/b/a CenturyLink (“CenturyLink”) and Charter FiberLink TX-CCO, LLC for Approval of an Agreement Adopting Terms and Conditions Pursuant to PUC Proc. R. § 21.103 and the Federal Telecommunications Act of 1996 § 252(i)

Dear Commission Filing Clerk:

CenturyLink hereby submits this application for approval of an Agreement between CenturyLink and Charter FiberLink TX-CCO, LLC for the Adoption (or “MFN”) of an Interconnection Agreement that has been previously approved by the Public Utility Commission of Texas (the “Commission”), and would respectfully state the following:

I. Agreement

CenturyLink presents this Application for Approval pursuant to the terms of Section 252 of the Act, PURA, and PUC Procedural Rule § 21.103.

Charter FiberLink TX-CCO, LLC has agreed to MFN into the Interconnection Agreement between CenturyLink and Teleport Communications America, LLC, which was approved by the Commission on February 23, 2015, in Docket No. 44417. Pursuant to § 21.103(a), affidavits explaining how the Agreement is consistent with the public interest, convenience, and necessity, including all relevant requirements of law, are being filed with this Application as Attachments II and III.

II. Request for Approval

CenturyLink seeks the Commission’s final approval of this Application, pursuant to PUC Procedural Rule § 21.103. The Application complies with said Rule and Sections 252(e) and (i) of the Act because the proposed Agreement adopts an existing Agreement that the Commission has already found is pro-competitive and that does not discriminate against any telecommunications carrier that is not a part thereto, and that is consistent with the public interest, conveniences, and necessity and consistent with other requirements of state law. The affidavits filed herein as Attachments II and III establish that the

Agreement submitted herein satisfies these standards. CenturyLink and Charter FiberLink TX-CCO, LLC respectfully requests that the Commission grant final approval of this Application, without change, suspension or other delay in its implementation.

III. Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and PUC Procedural Rule § 21.101. The affidavits filed herein as Attachments II and III, establish that the Agreement submitted herein satisfies these standards.

IV. SPCOA Information

Charter Fiberlink has been granted SPCOA No. 60726 and is authorized to provide service in the Central Telephone Company of Texas, Inc. territories. For purposes of this application, Charter Fiberlink contact information is as follows:

Charter Communications, Inc.
Attn: Legal Dept. – Telephone
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-543-2414
Email: Michael.moore@charter.com

V. Requested Procedure and Relief

Given that this Agreement is an adoption of an Agreement that has already been approved by the Commission, CenturyLink believes that no additional notice of this application should be required, and that administrative approval should be issued within 15 days as prescribed by § 21.101(b) (as incorporated by reference in § 21.103(b)).

VI. Conclusion

For the reasons set forth above, CenturyLink respectfully requests that the Commission grant all of the relief requested herein.


Kevin K. Zarling TX Bar # 22249300
Senior Counsel
400 West 15th Street, Suite 315
Austin, TX 78701
Voice: 512-867-1075
Fax: 512-472-0524
kevin.k.zarling@centurylink.com

cc: Michael Moore, Charter Fiberlink



**Adoption of the
Interconnection Agreement**

By

CHARTER FIBERLINK TX-CCO, LLC

**Adopting the
Interconnection Agreement**

Between

CENTRAL TELEPHONE COMPANY OF TEXAS, INC. DBA CENTURYLINK

And

TELEPORT COMMUNICATIONS AMERICA, LLC

For the State of Texas

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Central Telephone Company of Texas, Inc. dba CenturyLink ("CenturyLink"), and Charter Fiberlink TX-CCO, LLC, ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Texas.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Central Telephone Company of Texas, Inc., dba CenturyLink and Teleport Communications America, LLC, that was approved by the Commission in February 23, 2015 ("Adopted Agreement")
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Teleport Communications America, LLC.

3. PROVISIONS

- 3.1 The Terms of the Teleport Communications America, LLC, Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.
- 4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is January 7, 2018.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:
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

To CLEC:
Charter Communications, Inc.
Attn: Legal Dept. – Telephone
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-543-2414
Email: Michael.Moore@charter.com

With Copies to:
Charter Communications, Inc.
Attn: Corporate Telephone – Carrier Relations
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-288-3257

and

Charles A. Hudak
Friend, Hudak & Harris, LLP
Three Ravinia Drive
Suite 1700
Atlanta, GA 30346
Phone: 770-399-9500
Email: chudak@fh2.com

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Texas.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Charter Fiberlink TX-COO, LLC
By **Charter Communications, Inc., Its Manager**

Peggy Giaminetti

Signature
Peggy Giaminetti

Printed Name

VP, Circuit Operations

Title
5/18/2016

Date

Central Telephone company of Texas, Inc.,
dba **CenturyLink**

Diane Roth

Signature
Diane Roth

Printed Name

Director – Wholesale

Title
5/18/2016


Date

AFFIDAVIT OF
Diane M. Roth

Before me, the Undersigned Authority, on this 9th day of June 2016, personally appeared, Diane M. Roth, who, upon being by me duly sworn on oath and said the following:

1. My name is Diane M. Roth. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Director – Wholesale Contracts with CenturyLink. I have personal knowledge of the Agreement between Charter Fiberlink TX-CCO, LLC and CenturyLink.
2. This Agreement is the result of negotiation. I believe that this Agreement between Charter Fiberlink TX-CCO, LLC and CenturyLink, is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar Agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

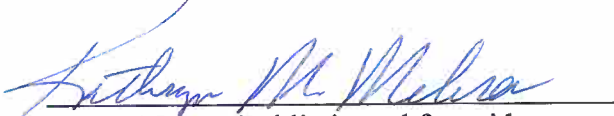
Further the affiant sayeth not.



Diane M. Roth

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 9th day of June 2016.



Notary Public in and for said
County and State

My Commission Expires:



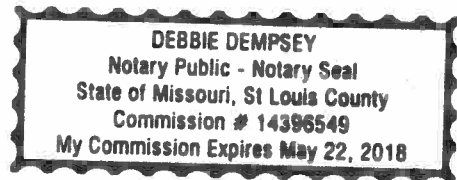
AFFIDAVIT OF
Peggy L. Giaminetti

Before me, the Undersigned Authority, on this 24th day of May, 2016, personally appeared, Peggy L. Giaminetti, who, upon being by me duly sworn on oath and said the following:

1. My name is Peggy L. Giaminetti. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I have personal knowledge of the Agreement between Charter Fiberlink TX-CCO, LLC (“Charter Fiberlink”) and CenturyLink.
2. Charter Fiberlink has chosen to adopt the terms of the interconnection agreement between CenturyLink and Teleport Communications America, LLC. I believe that this Agreement between Charter Fiberlink and CenturyLink is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provisions of Texas Public Utility Regulatory Act. I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to the Agreement. The terms of this Agreement are available to any similarly situated local service provider negotiating a similar Agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

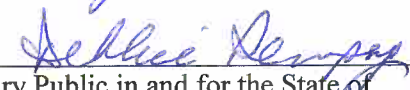
Further the affiant sayeth not.


Peggy L. Giaminetti



STATE OF Missouri
COUNTY OF St. Louis

Sworn and Subscribed to before me this 24th day of May, 2016, to certify which witness my hand.


Notary Public in and for the State of Missouri

My Commission expires on: May 22, 2018