

January 14, 2015

The Honorable Commissioners Ackerman, Bloom and Savage Oregon Public Utility Commission 3930 Fairview Industrial Dr. S.E. Salem, OR 97308-1088

Attention: Joan Grindeland

RE: Advice No. 339 for CenturyTel of Oregon, Inc. d/b/a CenturyLink and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink Price List No. 6

Dear Commissioners:

Attached for electronic filing are revised sheets for CenturyTel of Oregon, Inc. d/b/a CenturyLink and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink Tariff No. 6. This filing is being submitted with a proposed effective date of March 1, 2015.

Pursuant to the Price Plan approved by the Commission in Order No. 14-347 in Docket No.UM 1686, CenturyLink is making this filing to transfer a number of services from Tariff OR PUC No. 5 to a revised Price List. The Company is also providing notice to the Commission of price changes for certain services pursuant to Sections B and H of the Price Plan.

Because these changes affect large sections of the existing Tariff and Price List, CenturyLink is filing a new Tariff No. 6 and a new Price List. For convenience, coding changes are included to indicate the proposed rate changes. Attachment A, following, lists the sheets included in this filing and Attachment B provides information regarding the movement of services between the new Tariff and Price List. Attachment C includes the rate change/price cap tracking report (control list), respectively.

The companion Price List filing providing the changes to that document will be filed within a day or two of this filing. In accordance with Section P of the Price Plan, CenturyLink will notify its customers of the rate changes at least 30 days prior to the effective date of these changes. That notice will be included in customer's February bills.

Generally, other than the rate changes and, unless otherwise noted in the Advice letter for the companion price list filing, services are being transferred from the tariffs to the price lists without any substantive changes. There have been numerous statements added to both tariffs and price lists to provide references between tariffs and the price lists for situations in which price listed services may include 'tariff' general terms, by reference. As a result of moving services from tariffs to price lists, CenturyLink has made revisions to indices and hierarchical paragraph designations, and has made minor corrections where such revisions were needed. This includes a correction to the Non-Telecom Service Surcharge rate previously filed in Advice No. 334, effective July 1, 2014, which increased the charge from \$1.55 to \$1.99. The higher rate was inadvertently omitted in a later filing. Finally, obsolete promotions have been removed from Section 16 of the Tariff.

The proposed effective date for these changes is March 1, 2015. If you have questions regarding these changes, please contact me at the telephone number below.

Sincerely,

**Enclosures** 

cc: Ron Trullinger

Dawn Salaver

OR 15-01

## CENTURYTEL OF OREGON AND CENTURYTEL OF EASTERN OREGON d/b/a CENTURYLINK OR PUC TARIFF NO. 6

<b>SECTION</b>	<b>PAGE</b>	REVISION
Title	1	O
Preface	1	0
Table of Contents	Index 1	0
Table of Contents 1	Index 2 1	O O
1	2	Ö
1	3	ŏ
1	2 3 4 5	Ö
1	5	Ö
1	6	O
1	7	O
1	8	O
1	9	0
1	10	0
1	11	0
1	12 13	O O
2	Index 1	Ö
1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Index 1	ŏ
$\frac{2}{2}$	1	Ö
2		O
2	2 3 4 5	O
2	4	O
2	5	O
2	6	0
2	7	0
2	8 9	0
$\frac{2}{2}$	10	O O
$\frac{2}{2}$	11	Ö
$\frac{2}{2}$	12	ŏ
$\frac{2}{2}$	13	Ö
2	14	O
2	15	O
	16	O
2	17 18	0
2	18	0
2	19	U
$\frac{2}{2}$	20 21	0
$\frac{2}{2}$	22	0
$\frac{2}{2}$	23	0
2 2 2 2 2 2 2 2 2	19 20 21 22 23 24	0 0 0 0 0 0 0
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# CENTURYTEL OF OREGON AND CENTURYTEL OF EASTERN OREGON d/b/a CENTURYLINK OR PUC TARIFF NO. 6

<b>SECTION</b>	<b>PAGE</b>	REVISION
SECTION  2 2 2 2 2 2 2 2 2 3 3 3 3 5 5 5 5 5 5	25	O O O
3 5 5 5 5 5 5 5 5 5 5 5	26 27 28 29 30 31 32 33 34 35 1 2 3 4 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	
5 5 5 5 5 5 5 5 5 5 5 5 2 2 2 2	14 15 16 17 18 19 20 21 22 23 24 25 26 27	0 0 0 0 0 0 0 0 0 0

# CENTURYTEL OF OREGON AND CENTURYTEL OF EASTERN OREGON d/b/a CENTURYLINK OR PUC TARIFF NO. 6

<b>SECTION</b>	<b>PAGE</b>	REVISION
6	1 2 3 4 1 2 3 4 1 2 3 4 5 6 7 8 1 2 3 4 5 6 7 8 1 2 3 4 5 6 7 8 9 10 10 10 10 10 10 10 10 10 10 10 10 10	O
6 6 7 7 7 8 8 8 8 9 9 9 9 9	$\frac{2}{2}$	0
6	3	O O
7	4	0
7	2	0
7	3	0 0 0 0 0
8	1	Ö
8	2	O
8	3	O
8	4	O
9	1	O
9	2	0
9	3	0
9	4	0
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0	7	0
9	8	Ö
10	1	Ö
10	2	Ŏ
10	$\overline{3}$	Ō
10	4	O
10	5	O
17	1	0 0 0 0
17	2	0
17	3	O
17	4	0
17	5	O O
1 /	6	0
1 / 1 <b>7</b>	/ Q	O O
10 10 17 17 17 17 17 17 17 17 17	o 0	0
17	10	Ö
17	11	Ö
1 /	11	J

#### Schedule of

## GENERAL RULES, REGULATIONS, RATES, CHARGES AND CONDITIONS

Applying to the Intrastate Services and Facilities in all listed Exchanges

of

CenturyTel of Oregon, Inc. d/b/a CenturyLink

and

CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink

in the state of

**OREGON** 

#### **ADOPTION NOTICE**

Effective July 28, 2009, CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc. registered the fictitious name CenturyLink. Effective October 19, 2009, CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc. began operating under the name CenturyLink. As such, CenturyTel of Oregon, Inc. d/b/a CenturyLink and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, price lists, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Oregon, by or adopted by CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc.

By this notice, CenturyTel of Oregon, Inc. d/b/a CenturyLink and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which CenturyTel of Oregon, Inc. and/or CenturyTel of Eastern Oregon, Inc. has heretofore filed with said Commission.

Advice No: #339

#### PRELIMINARY STATEMENT

#### A. Establishment of Tariff OR PUC No. 6

Canceling Tariff P.U.C. Or. No. 5

Tariff OR PUC No. 6 is established to provide standardized schedules of tariff rules, regulations, rates, services, and concurrences for CenturyTel of Oregon, Inc. d/b/a CenturyLink and CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink. These named associated companies are hereby governed by this tariff and hereinafter referred to in this tariff as CenturyTel d/b/a CenturyLink.

## B. Rates, Charges, Rules and Regulations

Rates, charges, rules and regulations stated herein apply uniformly to all exchanges unless otherwise specified.

Local exchange service and other offerings which are not universal to all exchanges will be noted as such and they shall apply only to the exchange where applicable.

## C. Exchanges Served

Telephone service governed by this tariff is provided in the following exchanges as authorized by the Public Utility Commission of Oregon and set forth in the exchange maps filed with the Commission.

Aurora	Echo	Lakeview	Pine Grove
Bly	Fort Klamath	Lebanon	Rocky Point
Boardman	Fossil	Lexington	Seneca
Bonanza	Gilchrist	Long Creek	Scappoose
Brownsville	Gleneden Beach	Malin	Shedd
Burns	Glide	Maupin	Silver Lake
Camas Valley	Government Camp	Merrill	Sprague River
Charbonneau	Harney	North Powder	Spray
Chemult	Heppner	North Umpqua	Starkey
Chiloquin	Huntington	Paisley	Sweet Home
Creswell	lone	Mitchell	Tygh Valley
Depoe Bay	Jewel	Monument	Ukiah
Drain	John Day	Paulina	Wamic
Durkee	Knappa	Pilot Rock	Yoncalla

Advice No: #339

## **SUBJECT INDEX**

<u>Subject</u>	Section No.	Page No.
Basic Exchange Access Service	5	1
Call Trace	-	22 21 16
Connection with Customer-Provided Terminal Equipment and Communications Systems Copy of Bill Custom Calling II	3	1 4 22
Definitions  Directory Service	1 6	1 1
Enhanced Universal Emergency Number Service (E911)  Emergency Line Service  Explanation of Symbols  Extended Area Service (EAS)	1	1 8 1 3
Grandfathered Services	17	1
Home Phone II	5	23
Installation Charges (Non-Recurring Charges)	3	1
Late Payment Charge Link Up - Tribal Lifeline Listings, Directory Local Measured Service	5 5	4 13 12 1 8
Maintenance of Service Due to Customer-Provided Equipment (a.k.a. Trouble Isolation Charge)	3 5	3 8

Advice No: #339

Table of Contents Original Index Page 2

Effective: March 1, 2015

## **SUBJECT INDEX**

<u>Subject</u>	Section No.	Page No
Non-Listed Service		3
Non-Published Service Non-Recurring Charges		3 1
		40
Oregon Telephone Assistance Program (OTAP)	5	12
Payphone Service	7	1
Private Line Concurrence	18	1
Restoral Charges		4
Returned Check Charge	3	4
Rules and Regulations	2	1
Shared Telecommunications Service (STS)	5	26
Special Equipment and Arrangements	8	4
Toll Restriction Service	10	1
Trade Names, Trademarks and Service Marks	1	1
Tribal Link Up	5	13
Vacation Number Reservation	5	15

Advice No: #339

#### **EXPLANATION OF SYMBOLS**

- C To signify changed listing, condition, rule or regulation.
- D To signify discontinued material.
- To signify increase.
- M To signify material transferred from one sheet to another sheet of a same or different section.
- N To signify new material.
- R To signify reduction.
- T To signify change in text but not change in rate, condition, rule or regulation.

## TRADE NAMES, TRADEMARKS AND SERVICE MARKS USED IN THIS TARIFF

Below is a list of trade names, trademarks and/or service marks for services which are offered in this Tariff. These trade names, trademarks and/or service marks are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc. with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. Cannot be used by another party without authorization.

CENTURYLINK CENTURYLINK®

Advice No: #339

OR PUC No. 6 Section 1
Original Page 2

## **SECTION NUMBERS**

## **SECTIONS**

- 1. EXPLANATION OF SYMBOLS, DEFINITIONS
- 2. RULES AND REGULATIONS
- 3. NONRECURRING CHARGES
- 4. RESERVED FOR FUTURE USE
- 5. BASIC EXCHANGE ACCESS SERVICE
- 6. DIRECTORY SERVICES
- 7. RESERVED FOR FUTURE USE
- 8. CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND COMMUNICATIONS SYSTEMS/SPECIAL EQUIPMENT
- 9. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)
- 10. MISCELLANEOUS SERVICE OFFERINGS
- 17. DISCONTINUED/GRANDFATHERED SERVICES

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

<u>Access Line</u> - A line between a central office and a subscriber premises which includes a Standard Network Interface (SNI) or Network Interface Device (NID) and which provides access to local and toll calling.

<u>Access Line Installation Charge</u> - A nonrecurring charge made to cover all or a portion of the cost associated with the installation of telephone access lines.

<u>Acoustic/Inductive Coupler</u> - A device, which makes connection with CPE through use of sound/electromagnetic, waves as opposed to direct electrical connection.

<u>Additional Listing</u> - Any listing of a name or information in the directory or Company's information records in connection with a customer's telephone number beyond that to which is normally provided.

Air Line Mileage - The shortest distance between the points involved.

<u>Applicant</u> - A person or other legal entity who (1) applies for service with the Company or (2) reapplies for service at a new or existing location after permanent disconnection.

<u>Automatic Dialing and Announcement Device (ADADS)</u> - A device that can be programmed to dial telephone numbers, randomly or in a predetermined sequence, and play a recorded message when a call is answered.

<u>Base Rate Area</u> - A specific area within any exchange service area as set forth in the tariff map. Local exchange service within this area is furnished at uniform rates without extra mileage charges.

Billing Date - The latest of:

- A. Date stated on billing, or
- B. Date billing was placed in the mail.

<u>Building</u> - A structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways, not crossing a public thoroughfare other than an alley, in which telephone wires or cables may be safely run. Pipes and conduits are not considered enclosed passageways.

<u>Business Service</u> - Business service is exchange service furnished to customer whose actual or obvious use of the service is for conducting a business, trade, or profession or whose use of the service is obviously not confined to primary domestic use. Customers moved from residential to business will be notified by the Company of their right of appeal with the Oregon P.U.C.

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

<u>Call Forwarding</u> - A function which allows incoming calls to be advanced to another telephone number. The number the calls are advanced to may be changed as required by the customer.

<u>Call Waiting</u> - A tone provided to the party using the telephone to indicate another call is waiting on the line. Successive transfers between calling parties can be accomplished through switch hook operation.

<u>Central Office</u> - A switching unit in a telephone system, which provides service to the general public via equipment and operating arrangements for terminating and interconnecting customer, access lines and trunks.

<u>Central Office Connecting Facility</u> - A facility furnished to an interexchange common carrier by the Company between the terminal location of the interexchange common carrier and a point of connection on the Company premises for intra- or interstate use.

<u>Channel</u> - A path for communication or signaling between two or more locations which provide service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.

Charge - A one-time nonrecurring assessment made by the Company.

<u>Class of Service</u> - The various categories of service generally available to the customer: business, residence, public telephone, and payphone services.

Client - A caller to an Information Delivery Service number is a "Client" of an information provider.

<u>Combination Main Service</u> - This service provides for serving separate business and residence locations from the same one-party line with separate rings and rates for each location. (A grandfathered service.)

Commerce Number - (See Interexchange Receiving Service.)

Commission - Oregon Public Utility Commission.

<u>Communications Systems</u> - A combination of equipment and facilities which fulfills the communication requirements of a customer.

Companion Service - (See Combination Main Service.)

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

Company - CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc.

<u>Connecting Arrangement</u> - The equipment used to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

Connection Charge - (See Access Line Installation Charge.)

Contiguous Exchanges - Two exchanges whose boundaries adjoin.

<u>Continuous Property</u> - Property owned or leased and occupied by a customer, which is not separated by public thoroughfare or by property occupied by others.

<u>Contract</u> - The service application-agreement between a customer and the Company under which service and/or facilities are furnished in accordance with the provisions of applicable tariffs and under special conditions not found in the tariff.

<u>Contractual Agreement</u> - A specific contract between the information provider and the Company detailing the actual price that the information provided will charge for the calls to its 976 telephone number.

<u>Cost</u> - The words "Cost" or "Actual Cost", as used in this tariff, are intended to cover the actual cost of material, labor and incidentals, plus a charge for administration.

<u>Custom Calling Features</u> - A term describing special features provided from specially equipped central offices. These can include call forwarding, call waiting, speed calling and three-way calling.

<u>Customer</u> - A person or legal entity who has applied for, been accepted and is currently receiving service. A customer who voluntarily disconnects service and subsequently requests service from the same Company at a new or existing location within twenty (20) days after disconnection retains customer status rather than being considered an applicant for service.

<u>Customer Premises Equipment (CPE)</u> - Telecommunication devices, equipment and associated wiring located on the customer's side of the Standard Network Interface (SNI) or Network Interface Device (NID).

<u>Customer Premises Inside Wiring (CPIW)</u> - Wire for telecommunications purposes which is on the customer's premises. Customer Premises Inside Wire begins on the customer's side of the Standard Network Interface (SNI) or the Network Interface Device (NID).

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

<u>Date of Presentation</u> - The date upon which a bill or notice is mailed, postage prepaid, in a sealed envelope properly addressed to the customer, or if not mailed, the date upon which that bill or notice is presented to the customer by a representative of the Company.

Demarcation Point - (See Standard Network Interface (SNI).

<u>Deposit</u> - A cash payment made by the customer to establish or reestablish credit with the Company.

<u>Deregulated Service and/or Equipment</u> - Service and/or equipment no longer included in this tariff and not requested by the Oregon Public Utility Commission.

<u>Detariffed Service and/or Equipment</u> - Service and/or equipment no longer included in this tariff, but remains under the purview of the Oregon Public Utility Commission.

Digital Trunk Service - Channel Service (DTS-CS) -

Provides digital local exchange service for PBX users and is an alternative to analog PBX trunks.

<u>Centrex Service</u> - A modular voice and data system integrated into a business communications system provided by the Company's electronic digital switching equipment to the customer's premises.

<u>Direct Electrical Connection</u> - Denotes a physical connection of the electrical conductors in the communications path.

<u>Directory Listings</u> - Essential information in the telephone directory or information records of the Company whereby telephone users may ascertain the telephone number of a listed customer.

<u>Drop Wire</u> - Wires between an open wire lead, aerial or underground cable terminal and he point of entrance to the building in which the customer's telecommunications service is located.

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

<u>End User</u> - A client of an interexchange carrier taking services offered in combination with telephone companies and other carriers.

<u>Exchange</u> - A specified area established for the furnishing of communication service. It usually embraces a city, town, village or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.

<u>Exchange Service Extension</u> - The facility used in providing an off-premises extension of an access line.

Exchange Service - (See Local Exchange Access Service.)

<u>Extended Area Service (EAS)</u> - Interexchange telephone service furnished at flat or message rates between one or more exchanges.

<u>Facilities</u> - Supplemental equipment, apparatus, poles, cables and other materials and mechanisms necessary to, or furnished in connection with telecommunications service.

Flat Rate Service - Service furnished at a fixed monthly rate.

Foreign Exchange (FX or FEX) - Any exchange other than that in which the customer is located.

<u>Foreign Exchange Directory Listing</u> - An alphabetical listing in the directory of an exchange other than the exchange in which a customer is furnished local service.

<u>Foreign Exchange Service</u> - Exchange service furnished a customer from a central office located in an exchange other than that in which the customer or their primary service or station outlet is located; or off-premises station service furnished a customer in an exchange other than that in which the customer's primary station is located. (A grandfathered service)

<u>Grade of Service</u> - Refers to the number of parties served on a telephone line such as one-party, two-party, four-party, suburban, etc.

<u>Grandfathered Equipment</u> - Equipment classified by the FCC as having been directly connected to the network by a telephone company. Its use may be continued as long as the equipment remains serviceable and the circuitry is not revised.

Grandfathered Service - Existing service not available to new customers.

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

Individual Line Service - (See one-party service.)

<u>Information Delivery Customer</u> - An information provider for when the Company will callers on its behalf for each call completed to that information provider's announcements or interactive programs.

<u>Information Delivery Service (IDS)</u> - Communication services and facilities provided to third party information providers who offer prerecorded announcements or interactive programs to call-in customers.

<u>Information Provider (IP)</u> - A person or company, unaffiliated with the Company, who provides announcements or interactive programs.

<u>Information Provider Pricing</u> - A pricing plan where the information provider determines the price that a client will be billed for a call to its announcement service.

Inside Wire - (See Customer Premises Inside Wire)

<u>Installation Charge</u> - (See Access Line Installation Charge.)

Integrated Services Digital Network (ISDN) - A digital service that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. It is a central office based service arrangement consisting of host central office interface equipment and software located on Telephone Company premises. ISDN distributes voice, data, video and facsimile using a basic rate interface.

<u>Interactive Program</u> - A service whereby a caller to an information provider's announcement machine can, through the use of a tone dial pad or similar device access more specific individualized announcement information.

Interconnection - (See connecting arrangement)

<u>Interexchange Carrier</u> - Any individual or special groups engaged for hire in interstate, intrastate, interLATA or foreign communication with or without wires. Services are normally provided to end users.

<u>Interexchange Receiving Service</u> - A combination of exchange and toll service, whereby a business customer in one exchange may arrange to receive calls placed to a special number by the subscribers from another exchange. The customer agrees to accept such calls on an operator handled station toll call basis. The special number is published in the directory of the exchange where the call originates.

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

<u>Joint User</u> - An individual or concern authorized by the Company and the customer to share in the use of the customer's business telephone service. All arrangements regarding service must be made by the customer.

<u>Key Telephone Service</u> - Exchange service furnished by means of assemblies of one or more individual lines, and associated apparatus arranged for various combinations of cutoff, holding, intercommunicating, pickup, and signaling within the capacity of the equipment.

<u>Lifeline</u> - (See Oregon Telephone Assistance Program)

<u>Line Connection</u> - Installation of facilities provided by the Company for a circuit from the Central Office to the Standard Network Interface (SNI) or Network Interface Device (NID).

<u>Line Extension</u> - The outside plant required in addition to existing facilities to render telephone service.

<u>Local Exchange</u> - The area within the boundaries of exchange maps filed with and approved by the Commission (HB 2200).

Local Measured Service - (See Measured Service.)

<u>Local Message</u> - A message not subject to a toll charge.

<u>Local Private Line</u> - A non-switched line located wholly within an exchange furnished for the customer's own use for communications or signaling between points on that line.

<u>Local Service and Local Service Area</u> - Telephone service furnished between customer's stations located within the same local service area and the area within which telephone service is furnished under a specific schedule or rates. This area may include one or more exchanges without the application of toll charges.

<u>Mass Calling Application</u> - Information services that cause call volumes characterized by a peaked distribution with very little variance. Such applications can be selective media stimulation, call-in TV and radio contests, vote polling and similar applications.

<u>Measured Service</u> - A local service for which charges may be based upon: frequency, time-of-day, duration and distance.

Message - A completed customer telephone call.

<u>Mileage Charges</u> - Charges in addition to the access line charge. A recurring charge based on distance measurements as provided in the tariff.

<u>Minimum Contract Period</u> - The minimum length of time for which a customer is obliged to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

Advice No: #339

Effective: March 1, 2015

#### **DEFINITIONS**

Multi-Party Service - Party line service, other than one-party service.

<u>Network Interface Device (NID)</u> - The points of common termination of Company-provided and customer-provided facilities. (See Standard Network Interface - SNI.)

Non-Contiguous Exchanges - Exchanges whose boundaries do not adjoin.

<u>Non-Listed Service</u> - An arrangement whereby a customer's listing is omitted from the telephone directory but not from the information records, at the subscriber's request.

<u>Non-Published Service</u> - An arrangement whereby a customer's listing is omitted from both the telephone directory and the information records of the subscriber's request.

Non-Recurring Charge (NRC) - A one-time charge covering installation of facilities accomplished at customer request. The charge may be based on either a flat rate or on a time and material (T&M) basis.

Off-Premises Extensions - See Exchange Service Extensions

One-Party Service - An access line serving only one customer.

<u>Optional Line Enhancement Features</u> - A type or grade of transmission quality greater than provided for Local Exchange Access Service.

<u>Oregon Telephone Assistance Program (OTAP)</u> - A program which provides reduced monthly rates for low income residential customers who meet eligibility requirements established by the Commission. Rates under this program apply to the single line serving the customer's principal residence (See Service Assistance Program Surcharge).

Other Common Carrier (OCC) - Specialized common carriers, domestic and international record carriers and domestic satellite carriers providing telecommunications services as may be authorized by the FCC. Party Line Service - An access line serving more than one customer.

<u>Payphone Services</u> - Payphone Services provide telephone service to customer-leased or owned payphones with or without coin collecting devices.

<u>Permanent Disconnect</u> - A service is permanently disconnected when the customer's service has been totally discontinued.

<u>Premises</u> - In multiple occupancy buildings a customer's premises are restricted to the portion of building owned or leased by the customer. In single occupancy buildings or where more than one building is occupied by one firm or individual, the customer's premises includes the buildings occupied by the customer which are within 200 feet of the primary station and not separated by property occupied by others.

Advice No: #339

#### **DEFINITIONS**

Private Line - A line consisting of dedicated communication channels connecting two or more locations.

Protector - (See Standard Network Interface, SNI.)

<u>Public Telephone Service</u> - A non-listed, exchange coin or non-coin station installed for the convenience of the public at a location chosen or accepted by the Company. A coin collecting device may be provided for immediate collection of charges for each outgoing local and toll message.

Rate - A recurring monthly charge made in conjunction with the provisions of a service.

<u>Registered Equipment</u> - Denotes terminal equipment, multiline terminating systems and protective circuitry which comply with and have been approved within the registration provisions of Part 68 of the FCC Rules and Regulations.

<u>Residence Service</u> - A class of exchange service furnished to an individual at a residence or place of dwelling where the actual or obvious use of the service is for domestic purposes.

Route Mileage - The distance measured along the right-of-way of the circuit between any two or more given points on that circuit.

<u>Screening & Blocking</u> - Where available, these features provide operator call screening and/or central office call blocking to and from customer provided pay telephone service.

Selective Blocking Service - Prevents access to Information Delivery Service for 900-type prefixes.

<u>Service Assistance Program Surcharge</u> - A specified amount up to 25 cents to be charged to each access line as ordered by the Public Utility Commission. The surcharge will be used to fund an Oregon Telephone Assistance Program (OTAP) and a program for the deaf.

Service Connection Charge - (See Access Line Installation Charge)

<u>Service Inquiry and/or Implementation</u> - A nonrefundable charge for facilities review, network engineering which is collected at the time of application and implementation.

<u>Speculative Project</u> - An undertaking of a speculative nature which, in the opinion of the Company, appears to involve risk or failure.

<u>Special Intercept Services</u> - The provision of number referrals that provides new number information to calling parties. This service may provide the new number referral only or provide a customized message.

<u>Speed Calling</u> - A feature allowing a telephone user to reach frequently called numbers by abbreviated dialing.

Advice No: #339

#### **DEFINITIONS**

<u>Standard Network Interface (SNI)</u> - The points of common termination of Company-provided and customer-provided facilities. Sometimes referred to as the Standard Network interface (SNI). The existing Network Interface Device (NID) will be progressively replaced by the Standard Network Device (SNI) in conjunction with order and/or repair activity.

Station - Network control signaling unit at the customer's premises (CPE).

Subscriber - (See Customer.)

Suburban Area - That portion of the exchange area located outside of the base rate area.

<u>Suburban Service (Multi-Party Service)</u> - The grade of party line service furnished outside the base rate area, but within the exchange area, and to which no mileage charges apply.

<u>Supersedure</u> - The transfer of service, including the telephone number, from one business customer to another with the express consent of the relinquishing customer and with the agreement of the new customer to assume the responsibility for all charges outstanding. This arrangement requires continuous billing.

<u>Tariff</u> - The index, definitions, rules and regulations, rates, charges, conditions of service, concurrences and maps adopted and filed by the Company and approved by the Public Utility Commission of Oregon.

<u>Telecommunications Service</u> - Two-way switched access and transport of voice communications. Does not include services provided by Radio Common Carrier (RCC), one-way transmission of television (TV) signals, surveying, private telecommunications networks, communications of the customer which takes place on the customer's premises.

Telephone Company - CenturyTel of Oregon, Inc.

Temporary Disconnect - The suspension of telephone service at the request of the customer or on the initiative of the Company without permanent disconnect of service. Written notice of suspension of service is required if done at the initiative of the Company.

<u>Temporary Service</u> - Local service definitely known to be required for a short period, such as service provided for contractors for use during construction of a building, sales campaigns, athletic contests, conventions, fairs, circuses, etc.

Terminal Loop - See Exchange Service Extensions

<u>Termination Charge</u> - The charge applicable when a agreement for service is terminated by the customer before the expiration of the minimum agreement period.

<u>Three-Way Calling</u> - A feature providing the capability to add a third party to an existing conversation.

Advice No: #339

#### **DEFINITIONS**

<u>Tie Line</u> - A circuit connecting two private branch exchange systems for the purpose of interconnecting the stations of one system with the stations of the other without the use of trunk lines to a central office of the Company.

<u>Time and Material Charges</u> - Time and material spent by a Company representative exclusive of work required to establish network access.

<u>Toll</u> - Telecommunications service between exchanges carried on the public switched network for which charges are made on a per-unit basis.

<u>Toll Denial Service</u> - A feature restricting service to local calling only.

<u>Toll Line</u> - A line between two or more exchanges or toll stations over which service is furnished on a toll message rate basis.

<u>Toll Message</u> - A completed call between two exchange stations located in different local service areas, between two toll stations, or between a toll station and an exchange station, for which charges are made on a per-unit basis.

<u>Toll Rate</u> - The rate prescribed for toll messages based upon the duration of the message, time of day, number of calls and distance between exchanges. (May be intrastate or interstate.)

Toll Restriction Service - A service which restricts access to the toll network.

Toll Service - Telephone service between exchanges of locations for which a toll rate is charged.

Toll Terminal Service - A telephone line which is connected directly to toll switchboard positions.

<u>Touch Calling</u> - Where central office facilities are available, a type of high-speed address signaling (dialing) in which buttons in a bank of twelve can be depressed to give one of a group of audio tone pairs for signaling directly over the circuit.

<u>Tribal Link Up</u> - Tribal Link Up is a federal program designed to provide a discount on connection charges for qualified residents living on federally recognized Tribal Lands. Tribal Lands include any federally recognized Indian tribe's reservation, pueblo, or colony.

Trunk Line - An exchange access line between a private branch exchange and a Company central office.

Type of Service - Refers to flat rate service, measured service or toll service.

Advice No: #339

## **RULES AND REGULATIONS INDEX**

	Rule/Regulation
<u>Subject</u>	Page No.
Above on Freedolert Heart Coming	04
Abuse or Fraudulent Use of Service	21
Additional Cash Deposits	
Adjustment of Bills	12
Allowance for Interruptions	26
Application of Service	3
Application of Rates	4
Application of Regulations	1
Automatic Dialing and Answering Devices	22
Bills	10
Business Rates	4
Cancellation of Service	7
Cancelled by Applicant	7
Cancelled by Company	7
Class of Service	3
Construction of Facilities	18
Convenience Fee Charge	13
Credit and Deposits	8
Customer Premises Inside Wire (CPIW)	33
Customer-Provided Equipment	31
Deposits	8
Deposit Refund	9
Description of Service	2
Directories	27
Disconnection Notice	17
Discontinuance of Service	14
Emergency Medical Certificate	16
Furnishing of Service	20
Grade of Service	3
Grandfathered Service	5
Grounds for Disconnection of Service	14
Interest and Deposit Records	9
Late Payment Charge	12
Liability	26
Listings	27

Advice No: #339

Issued: January 14, 2015 Issued by: CenturyLink

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Effective: March 1, 2015

## RULES AND REGULATIONS INDEX SHEET

	Rule/Regulation
<u>Subject</u>	Page No.
Maintenance and Repair	21
Minimum Contract Period	13
Natural Disaster	34
Non-Listed Telephone Number Service	
·	28 28
Non-Published Telephone Numbers	20 17
Notices	17
·	17
Notice From Customer	= = =
Obligation of Company	20
Ownership of Facilities	29
Payment of Bills	11
Prorating of Bills	12
Provision of Equipment	25
O.P.U.C. Rules and Regulations	30
Oregon Telephone Assistance Program (OTAP)	13
Refusal of Service	15
Rendition and Payment of Bills	10
Resale of Service	2
Residence Rates	4
Returned Check Charge	12
Special Contracts	25
Speculative Projects	29
Supersedure of Service	16, 30
Tax Adjustments	34
Telephone Directories, Listings and Numbers	27
Telephone Solicitation by Use of ADADs	22
Temporary Service	29
Temporary Suspension of Service	14
Termination of Service at Subscriber's Request	16
Type of Service	3
Use of Facilities	18
Use of Customer Service	25
Waiver of Cash Deposits	8

Advice No: #339

Effective: March 1, 2015

#### **RULES AND REGULATIONS**

## 2.1 APPLICATION OF REGULATIONS (RULE NO. 1)

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Oregon by CenturyTel of Oregon, Inc. hereinafter referred to as the Company, subject to the jurisdiction of the Public Utilities Commission of Oregon.
- B. No officer, employee or agent of the Company has authority to change, amend, or waive any rate or regulation approved or prescribed by the Commission. Rates and regulations may be changed or cancelled only with the consent or approval of the Commission.
- C. The Company furnishes exchange, toll and private line service throughout the territory it serves, as shown by its filed rates, regulations and maps. The Company also furnishes message toll service to the territory served by connecting companies subject to their rates and regulations.
- D. The Company does not transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this tariff.

Advice No: #339

#### **RULES AND REGULATIONS**

#### 2.2 DESCRIPTION OF SERVICE (RULE NO. 2)

#### A. General

1. Exchange access line service is available through facilities owned and maintained according to the standards of the Company, and in multioffice exchanges, is operated from the central office designated by the Company.

Each exchange area is generally divided into a base rate area and a rural suburban area.

- 2. Except as stated in the provisions for Joint User Service, telephone service is provided for the use of the customer, his family, employees or business associates, or persons residing in his household.
- 3. The resale of any service provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.
- 4. Where commercial power is required in the operation of equipment and service, the customer, where requested, shall furnish, install, and maintain the necessary power wiring and power outlet on his premises and supply any necessary electrical energy at his expense.
- 5. Any special structural work required for supporting telephone equipment or telephone wiring on the customer's premises shall be permitted at the expense of the customer.
- 6. The customer shall provide on his premises and at his expense, space, satisfactory to the Company, for placement of all equipment and facilities necessary for the furnishing of service.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.2 DESCRIPTION OF SERVICE (RULE NO. 2) (Cont'd)

#### B. Service

The Company renders service within the exchange area under its effective rate schedules as follows:

- 1. Class of Service
  - a. Business Service
  - b. Residence Service
- 2. Type of Service
  - a. Flat Rate Service
  - b. Local Measured Service
  - c. Payphone Service
  - d. Public Telephone Service
  - e. Foreign Exchange Service (Discontinued Service)
- Grade of Service
  - a. Individual Line (One-Party Premium Service)
  - b. Two-Party (Available only to existing customers)
  - c. Four-Party (Available only to existing customers)

## C. Application of Service

- 1. Individual line business and residence service are rendered in the Company's territory under rates for that service applicable in the base rate and supplementary base rate areas.
- 2. Miscellaneous service, including private line and supplemental equipment is furnished by the Company under its schedule of rates.
- Service is furnished at the rates shown in the Exchange Service schedule where the stations of the customer are on the premises in which the primary station and CPE is located.

Advice No: #339

## 2.2 DESCRIPTION OF SERVICE (RULE NO. 2) (Cont'd)

## D. Application of Rates

The applicability of business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be ascertained from the applicant at the time of the application for service.

- 1. Business rates apply at the following locations:
  - a. In offices, stores, factories, and all other places of a strictly business nature;
  - b. In boarding and rooming houses, colleges, clubs, libraries, lodges, hospitals, public, private and parochial schools, offices, lobbies and halls of hotels, apartment buildings, churches, and other similar institutions whether for profit or non-profit.
  - c. At any location when the listing of "office" is provided, or when any title indicating a trade or profession is listed (except as may be modified under the directory listing rules and regulations and conditions governing directory listing service).
  - d. At residence locations with an off premises business extension or when the customer has no regular business telephone service and the use of the service by the customer, members of the household, or guests, is more of a business than residence nature as might be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.
  - e. In general, at any place where the substantial use of the service is occupational rather than domestic.

## 2. Residence rates apply for service

- a. In private residences, residential apartments of hotels and apartment houses; and when all stations are in locations which are a part of a domestic establishment.
- b. In general, at any place where the substantial use of the service is domestic.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.2 DESCRIPTION OF SERVICE (RULE NO. 2) (Cont'd)

- D. Application of Rates (Cont'd)
  - 3. If it is found that a customer is using residence service for business purposes, the Company will thereafter require the subscriber to take business service, except in cases where the customer thereafter uses the service for domestic purposes only. Customers moved from residential to business service will be notified by the Company of their right of appeal with the Public Utility Commission of Oregon.
  - 4. Grandfathered Service is not available for use by a subsequent customer at the same location. Changes in class, grade or location by the customer are considered changes in service and, therefore, will result in cancellation of the grandfathered service. Cancellation of a grandfathered service makes that service unavailable to the old customer.

Generally, a grandfathered service may not be superseded nor changed without loss of the particular service. The exceptions to this rule are instances where the customer dies or divorces. In either of these instances, a direct relative or spouse of the former customer may request supersedure of the grandfathered service, except where the relative or spouse intends to move the location of the service, as explained above.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.3 APPLICATION FOR SERVICE (RULE NO. 3)

- A. Prior to the establishment of service, the Company may require an applicant to:
  - 1. Sign an application form furnished by the Company.
  - 2. Make an advance payment of all non-recurring service connection and/or installation charges. See E. following.
  - 3. Establish credit in accordance with regulations involving deposits in sub-chapter 860-021-0200 of the Oregon Administrative Rules (OAR).
  - 4. Provide information as defined in OAR 860-021-009 (3).
  - 5. The customer will be offered payment arrangements for deposits and/or nonrecurring charges with 4 equal installments; the first to be paid immediately and the remainder in 30, 60 and 90 days.
  - 6. Federal, State or Municipal governmental agencies will not be required to make advance payments or post deposits.
- B. The furnishing of service by the Company and acceptance thereof by the customer shall be deemed to constitute an agreement between the Company and the customer for the payment of the rates and charges under the applicable schedules in effect.
- C. The Company will accept oral or written application from a customer for additions to, or changes in, the existing service.
- D. An application is merely a request for service and does not in itself bind the Company to serve except under reasonable conditions, nor does it bind the applicant to take service.

Advice No: #339

## 2.3 APPLICATION FOR SERVICE (RULE NO. 3) (Cont'd)

- E. An application for service cancelled by the applicant or the Company prior to the establishment of the service applied for is subject to the following conditions:
  - 1. Cancelled by Applicant
    - a. If cancellation is requested prior to the start of installation, the application will be cancelled by the Company and no charge applies.
    - b. If cancellation is requested subsequent to the time installation has been started, the application will be cancelled by the Company and the Company may collect the lesser of the following charges:
      - (1) A charge equal to the estimated costs incurred in such installation less estimated net salvage.
      - (2) The basic termination charge, installation charge, nonrecurring service connection charge, as appropriate.

NOTE: Installation is considered to have been started when the Company incurs any expense in connection there-with or in preparation therefore which would not otherwise have been incurred, provided:

- (a) The customer has advised the Company to proceed with the installation, and
- (b) The Company has accepted the order.
- c. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service and the minimum requirements of the rate will be applicable.
- d. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charge which might be applicable.

## 2. Cancelled by Company

If the applicant refuses to comply with the Company's Rules and Regulations prior to the establishment of service, the Company may cancel the application, in which event any amount collected from the applicant will be refunded. The company may refuse service under OAR 860-021-0335.

Advice No: #339

#### 2.4 CREDIT AND DEPOSITS (RULE NO. 4)

## A. Deposits

1. A deposit may be required for customers who are known credit risks. In these instances, the Company may require establishment of credit based upon:

#### a. Residential

Regulation involving deposits are included in sub-chapters 860-021-0200 of the Oregon Administrative Rules (OAR).

#### b. Nonresidential

Satisfactory credit for the Company's deposit purposes shall be deemed established if the applicant can demonstrate, by supplying evidence upon request of the Company that the applicant for nonresidential service:

- (1) Has received continuous utility service of the type applied for during the twelve (12) month period prior to the date of the credit screen and has not received more than one (1) late payment or disconnection notice during such period: or
- (2) The residential entity is licensed to do business in the State of Oregon and has kept current over the past twelve (12) months on all real estate mortgages or lease agreements, commercial loans, utility bills, and trade accounts.

## 2. Waiver of Cash Deposits

a. A cash deposit may be waived when a customer or applicant provides:

A satisfactory guarantor as set forth on OAR 860-021-0200 (3)

## b. Nonresidential

- (1) An irrevocable letter of credit, surety bond (performance bond) or some other forms of guarantee acceptable to the Company.
- (2) Applicants or customers will be required to make a deposit of two months' average or estimated usage when an applicant does not satisfy the credit requirements.

Advice No: #339

## 2.4 CREDIT AND DEPOSITS (RULE NO. 4) (Cont'd)

## A. Deposits

## 3. Additional Cash Deposits

An additional deposit or prepayment may be required when service records indicate unbilled toll activity greater than that upon which credit was originally established.

## 4. Interest and Deposit Records

- a. Regulations involving deposit interest is included in sub-chapter 860-021-0210 of the Oregon Administrative Rules (OAR).
- b. Upon payment of a deposit, the Company shall furnish a document showing the date, name of the applicant or customer, the service address, the amount of deposit, a statement that the deposit will accrue interest at the rate prescribed by the Commission, and an explanation of the conditions under which the deposit will be refunded.

## 5. Deposit Refund

- a. A customer's deposit, plus accrued interest, shall be promptly refunded when service is discontinued, provided that refunds due shall first be applied to any unpaid balance on the customer's account.
- b. The Company may continue holding a deposit until such time as credit has been established or reestablished. After satisfactory credit has been established or reestablished, the deposit plus any accrued interest shall be promptly refunded or credited to the customer's account at the customer's request.

Advice No: #339

## 2.5 RENDITION AND PAYMENT OF BILLS (RULE NO. 5)

A customer is responsible for the payment of all exchange, toll, and other charges applicable to the customer's service, including local, state and federal taxes made in accordance with the Company's schedules of rates and Rules and Regulations as contained in this tariff.

#### A. Bills

- 1. Regular monthly bills may contain a notation regarding payment of the bills and discontinuance of service.
- 2. For billing purposes each month is presumed to have 30 days.

#### B. Rendition of Bills

- 1. Monthly recurring charges may be rendered in advance and are payable upon presentation.
- 2. Toll Service

Bills for toll service will be rendered monthly in arrears, except at the option of the Company, they may be rendered daily, weekly or any other period in arrears.

- 3. The customer shall be given the option of designating a third party to receive bills and notices when service is initiated and once annually thereafter. Annual notice may be provided by a bill insert ("stuffer") or a separate mailing.
- 4. Information Delivery Service

Charges for Information Delivery Service calls which the Company bills on behalf of information providers will be rendered monthly in arrears and will be presented with the regularly scheduled bills for exchange service.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.5 RENDITION AND PAYMENT OF BILLS (RULE NO. 5) (Cont'd)

## C. Payment of Bills

- Bills are due when rendered unless otherwise specified on the bill and are delinquent fifteen days after date of presentation. The company will produce the bill in compliance with OAR 860-021-0125.
- 2. The Company may temporarily suspend service in the event the subscriber fails to pay any amount due. Such suspension shall not be made until at least five days following written notification to the subscriber of the intention to suspend service.
- 3. Payment of bills for telephone service shall be made at the public office of the Company, to any agency or duly authorized collector of the Company, or by mail to the Company.
- 4. Closing bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing exchange service are payable upon presentation.
- Non-recurring charges for re-establishment of service are payable before service is restored.
- 6. The customer is responsible for all third-party calls made to the customer's number except in those situations involving fraud. In this case, the Company will pursue prosecution of the offending party. In those situations where the customer feels there has been an improper billing, an appeal may be made to the Oregon Public Utility Commission.
- 7. Time payments for deposits and non-recurring charges are available to residential applicants or customers. Time payments are limited to charges for residential service and intraLATA toll. (OAR 860-021-0206).

Advice No: #339

## 2.5 RENDITION AND PAYMENT OF BILLS (RULE NO. 5) (Cont'd)

## D. Adjustment of Bills

When an under or over billing occurs, the Company shall provide written notice to the customer detailing the circumstances, period of time, and amount of adjustment. The over-or under charge shall be computed back to the date of the error if the date can be fixed. If no date can be fixed, the over- or under charge shall be computed for no more than six month's usage. In no event shall the over or under billing be for more than three years' usage.

## E. Prorating of Bills

Bills for telephone service are normally rendered on a monthly basis. Any bills rendered for periods in excess of, or less than, a billing month, except those involving the minimum billing period will be prorated on the basis of the number of days in that current billing period.

## F. Returned Check Charge

A nonrecurring charge as specified in Section 3 will be billed to any subscriber whose check is returned to the Company by a bank because that subscriber's account is closed or does not have sufficient funds to cover such check. Should the Company, after having notified a subscriber of its intent to discontinue service for non-payment of an account, receive such check as payment, it may disconnect service in accordance with the provisions under the Commission rules. The Company may require payment of the account to be made in cash before service is restored.

#### G. Late Payment Charge

A late payment charge, as specified in Section 3, will be applied to all unpaid amounts carried forward to the next month's statement.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.5 RENDITION AND PAYMENT OF BILLS (RULE NO. 5) (Cont'd)

#### H. Minimum Contract Period

- 1. Except as specified elsewhere in this Tariff, the minimum contract period for exchange service is one month from the date service or additions to service are established. The minimum charge is the established rate for one month.
- Where a contract for service with a one-month minimum contract period is cancelled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed. No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to the property by fire or other cause beyond the control of the customer.
- 3. Special contractual arrangements for special services or special assemblies of equipment not otherwise provided for in this Tariff are developed as required.
- I. Oregon Telephone Assistance Program (OTAP)

Billing will reflect the Oregon Telephone Assistance Program (OTAP) credit effective with the date specified by the Oregon Public Utility Commission for each recipient. The OTAP credit will be prorated on the basis of a 30-day month from the effective date of the customer's eligibility. Effective with bills rendered on and after October 1, 1987, monthly Service Assistance Program surcharge will be billed per access line. Recipients in either OTAP or the program for the deaf are exempt from this surcharge.

Advice No: #339

### 2.6 DISCONTINUANCE OF SERVICE (RULE NO. 6)

## A. Temporary Suspension of Service

In lieu of permanent disconnection, the Company may temporarily suspend or institute toll denial if the customer fails to pay any amounts due. Service may also be temporarily suspended for violation for any regulations governing the furnishing of telephone service. Such suspension shall not be made until at least five days following written notification to the customer of the intention to suspend service. The notice shall state that permanent disconnection will follow within ten days unless full payment of any overdue amount or any other obligations are made. It shall be indicated on the written notice of suspension that the customer has the right of appeal the action to the Public Utility Commission. Temporary service disconnection for nonpayment shall not take place on a day before a weekend or a state or Company recognized holiday without prior consent of the Public Utility Commission.

#### B. Grounds for Disconnection of Service

Telephone service may be disconnected under the following circumstances:

- 1. For failure to pay a deposit or make payments in accordance with the terms of a deposit payment arrangement (OAR 860-021-0206);
- 2. For failure to abide by the terms of a time payment agreement.(OAR 860-021-0510);
- 3. Where facilities provided are unsafe or do not comply with state and municipal codes governing service or the rules and regulations of the Company (OAR 860-021-0335);
- 4. Where a customer requests the Company to disconnect service or close an account (OAR 860-021-0310);
- 5. Where dangerous or emergency conditions exist at the service premises (OAR 860-021-0315; OAR 860-021-0505);
- 6. For failure to pay tariff charges due for services rendered (OAR 860-021-0505);
- 7. Where service is being obtained fraudulently (OAR 860-021-0305); or
- Where the Public Utility Commission approves disconnection of service (OAR 860-021-0305).

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.6 DISCONTINUANCE OF SERVICE (RULE NO. 6) (Cont'd)

### C. Refusal of Service

- 1. The Company may refuse to provide service where the following conditions exist:
  - a. An overdue balance has been incurred by a person at a service address;
  - b. An applicant for service resided at the service address during the time the overdue balance was incurred; and
  - c. The person who incurred the overdue balance will reside at the location to be served under the new application.

### 2. Service can also be refused:

- a. Until the Company receives full payment of any overdue amount and any other obligation related to a prior account;
- b. For noncompliance with state and municipal codes and regulations governing service;
- c. When the Company does not have adequate facilities to render the service applied for;
- d. When the service will unfavorably affect service of other customers; or
- e. When the facilities of the applicant or customer are unsafe.
- 3. The Company shall notify the refused party of the reasons for refusal and their rights of appeal to the Public Utility Commission of Oregon.
- 4. Residential service cannot be denied or disconnected due to failure to pay for nonresidential service, or to meet obligations in connection with nonresidential service.

Advice No: #339

# 2.6 DISCONTINUANCE OF SERVICE (RULE NO. 6) (Cont'd)

#### D. Termination of Service at the Subscriber's Request

- Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company, and upon agreement to pay all charges due for the service furnished, plus any termination charge which might be applicable.
- 2. When a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed.

## E. Supersedure

No minimum or termination charge will apply where a new subscriber takes over the service of a former business subscriber, provided, the service is to be furnished at the same location without interruption and that the new subscriber assumes all unpaid charges on the original contract which is not retained by the new subscriber. A non-recurring charge as set forth in Section 3 applies to supersedure of service. (See Rule and Regulation No. 16).

# F. Emergency Medical Certificate – Residential Telecommunications Service

- 1. The Company shall not disconnect local exchange residential service if the customer submits either an oral or written statement from a licensed physician or licensed nurse practitioner that disconnection would significantly endanger the physical health of the residential customer or a member of the customer's household (OAR) 860-21-510).
- 2. An oral certification must be confirmed in writing within 14 days by the licensed physician or nurse practitioner. If an emergency medical certificate is not submitted in compliance with the certification procedure, the Company may disconnect local exchange service after providing a five day notice.
- 3. An emergency medical certificate shall be valid only for the length of time the health endangerment exists, but no longer than six months.
- 4. Customers submitting an emergency medical certificate are not excused from paying for telecommunications service. Customers are required to enter into a monthly time payment agreement with the Company to bring the account into balance within 90 days when an overdue balance exists. Local exchange service is subject to termination, and subject to the Commission concurrence, if a customer refuses to enter into or abide by terms of a payment agreement.

Advice No: #339

Issued: January 14, 2015 Effective: March 1, 2015 Issued by: CenturyLink

# 2.7 NOTICES (RULE NO. 7)

## A. Notice From Company

Any notice the Company may give to a customer supplied with telephone service by the Company, may be given to the customer or his authorized representative orally unless otherwise provided by these Rules and Regulations and the rules of the Oregon Public Utility Commission, or by written notice, either delivered at the customer's address hereinafter described or properly deposited in any United States Post Office, postage prepaid, addressed to the customer at the address specified in the customer's application for telephone service or at such address as may subsequently be given by the customer to the Company at its local public business office.

#### B. Disconnection Notice

- At least five days before the Company disconnects service for nonpayment for services rendered, written notice of disconnection must be provided to the customer and the customer's designated representative, if any. Regulations for disconnection are included in (OAR) 860-021-0505.
- 2. The notice must be printed in bold face type and must state in easy to understand language:
  - a. The reason for the proposed disconnection;
  - b. The earliest date for disconnection: and
  - c. An explanation of the Commission's appeal and complaint process.
- 3. The notice may not be sent prior to the due date for payment for the services billed.
- 4. The notice requirements are waived where fraudulent use of service is detected.

#### C. Notice From Customer

 Any notice from any customer to the Company may be given orally to the Company by the customer or his authorized representative at the Company's local business office where service is rendered to the customer unless otherwise provided by these Rules and Regulations, or by written notice properly addressed and mailed to the Company.

Advice No: #339

Issued: January 14, 2015 Effective: March 1, 2015 Issued by: CenturyLink

#### **RULES AND REGULATIONS**

### 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8)

#### A. General

 Except as otherwise provided in this tariff, the Company will, at its own expense, furnish, install, and maintain in the Base Rate Area all facilities for basic access line service necessary to serve applicants or customers in accordance with its lawful rates, rules and regulations, and in accordance with its established construction standards. Line extension charges will apply as appropriate for service furnished outside the Base Rate Area.

The Company will place and maintain regulated cable/wire facilities to a point of demarcation that is mutually acceptable to both the company and the premises owner. All regulated cable and wire facilities placed into, or within a private property will require supporting structure which will be the responsibility of the premises owner. All cable/wire beyond the Demarcation Point is the responsibility of the premise owner.

It is the customer's responsibility to know where their facilities begin. The Company will not perform premises audits to determine demarcation point locations, without appropriate charges.

Access to the Company's facilities on the Company's side of the Demarcation Point is prohibited.

When the repair of regulated facilities is required on private property, it is the responsibility of the premises owner to provide suitable working space for repairs by the Company. This would include, but is not limited to, removing any required concrete or asphalt, the repair or replacement of supporting structure or to provide any required digging to access the damaged area.

In a multi-tenant environment, the Company will terminate facilities at one location on the property or upon entering a building, which is mutually agreed upon by the company and the premises owner. The premises owner will be responsible for providing, managing, and maintaining cable and wire placed beyond the Demarcation Point. Such cable and wire may include all previously owned Company facilities.

Advice No: #339

#### **RULES AND REGULATIONS**

2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)

#### A. General (Cont'd)

- 2. Except where designated by law, the type of construction (direct burial, underground conduit, or aerial) is the prerogative of the Company.
- 3. When the Company is requested by the customer to relocate, rearrange or change outside plant facilities from one type to another, the cost of constructing the new and removing the old construction shall be borne by the customer.
- 4. The Company has the right of ingress and egress from the premises of customers at all hours for any purpose reasonably connected with the furnishing of telephone service and to exercise any and all rights secured to it by law of these Rules and Regulations. The Company has the right to remove any and all of its property installed on the customer's premises at the termination of service as provided for in these Rules and Regulations.
- 5. All telephone equipment and apparatus furnished by the Company shall be carefully used and shall not be removed from the subscriber's premises except by an authorized representative from the Company. (Unless done under conditions specified in Section 2.
- 6. The customer will be held responsible for loss of or damage to any equipment or apparatus furnished by the Company, unless in the judgment of the Company such loss or damage is due to causes beyond the customer's control.

Advice No: #339

### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - B. Obligation of Company
    - Furnishing of Service
      - a. The Company's obligation to furnish access line service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.
      - b. Where facilities beyond those normally required are provided to satisfy customer requests not specifically covered in this Tariff, charges based on the additional costs incurred will apply.
      - c. When a customer orders installations, which cannot be completed during scheduled working hours, he may be required to pay overtime charges based upon current labor rates. The customer must agree to this provision before such overtime work will be performed.
      - d. When the construction of certain facilities is necessary for the furnishing of a service, the ownership of such facilities will be vested in the Company, even though all or a part of the cost of construction is borne by the customer.
      - e. The Company will determine the type of facilities to be provided for the furnishing of a service.
      - f. The Company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.

Advice No: #339

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - B. Obligation of Company (Cont'd)
    - 2. Maintenance and Repair
      - a. All costs associated with the maintenance and repair of outside plant facilities furnished by the Company will be borne by the Company except as specified elsewhere in this Tariff.
      - b. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional misuse or destruction or failure of the customer, or his agent, to request of the Company assistance or identification of the location of facilities prior to construction and such Company facilities are damaged.
      - c. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
      - d. An interruption of service shall be governed by (OAR) 860-021-0021.
  - C. Abuse or Fraudulent Use of Service
    - Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes but is not restricted to:
      - a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise give or obtain information without payment of the charge applicable for service.
      - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

Advice No: #339

#### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - C. Abuse or Fraudulent Use of Service (Cont'd)
    - 1. Service is furnished subject to the condition that there will ... (Cont'd)
      - c. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.
      - d. The use of profane or obscene language.
      - e. The use of the service in such manner as to interfere unreasonably with the use of the service by other subscribers.
    - 2. Service may be disconnected without notice when abuse or fraudulent use is detected.
  - D. Telephone Solicitation by Use of Automatic Dialing and Announcing Devices (ADADs)

The following conditions do not apply to ADAD's programmed only to call a law enforcement agency or another number in an emergency.

- 1. Certification to Company
  - a. Before any ADAD, other than one that will be used to deliver a message in response to an emergency, may be connected to the telecommunications network, the potential user must certify in writing to the Company that ADAD(s) will have the capacity to comply with the requirements of these tariff provisions and that the user will use the ADAD(s) only in compliance with these provisions.
  - b. The potential user must notify the Company in writing of the intended use of the ADAD(s). The notice shall list the calendar days and clock hours during which the ADAD(s) will be used and shall estimate the message attempts per hour and the average length of completed messages.

Advice No: #339

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - D. Telephone Solicitation by Use of Automatic Dialing and Announcing Devices (ADADs) (Cont'd)
    - 1. Certification to Company (Cont'd)
      - c. The ADAD user (customer) must notify the Company in writing within 30 days of any changes in the ADAD operation that results in either an increase or decrease in the number of message attempts per hour.

#### 2. Connection

The ADAD must be connected to business measured lines where available, except ADADs activated only in emergencies. Where measured service is not available, non-emergency ADADs will be connected to flat rate business access lines. (See Section 5, Basic Exchange Service).

# 3. Non-Solicitation Calls

If an ADAD is to be used only in cases in which the called party has previously consented to receive calls or consent can be inferred from the relationship between the caller and called party, such as a dentist reminding patients of appointments or a school informing parents of student absences, then only the above tariff provisions apply to that ADAD.

# 4. Conditions on All Other ADADs

a. A human operator or a recorded message, within 30 seconds of the called party answering the call, must identify the individual making the call and the entity for whom the call is being made, state the purpose and length of the call, give a telephone number at which a person can be consulted, describe in plain language the terms of any goods or services offered for sale, and inquire whether the called party is interested in listening to a recorded message.

Advice No: #339

#### **RULES AND REGULATIONS**

- 2.8 FURNISHING OF MAINTENANCE, AND USE OF FACILITIES AND SERVICE (RULE NO. 8) (Cont'd)
  - D. Telephone Solicitation by Use of Automatic Dialing and Announcing Devices (ADADs) (Cont'd)
    - 4. Conditions on All Other ADADs (Cont'd)
      - b. The ADAD must immediately disconnect, releasing the called party's access line, if the called party gives a negative response to the inquiry. If this negative response is to be indicated by hanging up or silence, the instructions must inform the listener that an audible response of any kind will cause the recorded message to play.
      - c. During the course of the solicitation, the operator or recorded message must state the total cost of the goods or services offered for sale and the number, timing and amount of installment payments if installment payments are offered as an option.
      - d. An ADAD must not be used to call unlisted, unpublished, emergency, or in-WATS (800) numbers or to call more than one number held by a called party.
      - e. An ADAD may not be used before 9 a.m. nor after 9 p.m.
      - f. The ADAD must disconnect and release the line when the called party is using an answering machine.

#### 5. Enforcement

Service may be discontinued, at the direction of the Commission, to anyone violating the provisions set forth above after the Company has notified the offending party and the Commission. The Company will notify the offending party of its right to a hearing before the Commission. Other appropriate regulatory and enforcement authorities will be notified as warranted.

Advice No: #339

#### **RULES AND REGULATIONS**

### 2.9 PROVISION OF EQUIPMENT (RULE NO. 9)

All facilities and equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures as required by local and federal building codes where equipment is to be installed in locations exposed to weather or other hazards. Commercial power (reliable and adequate A.C. power) will be furnished by the subscriber at a suitable outlet when and where required.

## 2.10 USE OF CUSTOMER SERVICE (RULE NO. 10)

- A. Customer telephone service, as distinguished from public and semipublic telephone service, is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises. The Company has the right to refuse to install customer service or to permit such service to remain on premises of a public or semipublic character when the instrument is so located that the public in general or patrons of the customer may make use of the service. At such location, however, customer service may be installed, provided the instrument is so located that it is not accessible for public use.
- B. The resale of any service provided by the Company is not permitted, except as provided elsewhere in this Tariff or as specifically authorized by the Company.

## 2.11 SPECIAL CONTRACTS (RULE NO. 11)

- A. The Company may require a contract period longer than one month at the same location in connection with Private Branch Exchange Service, Data Service, special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands, and involving extra costs.
- B. Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Company and upon payment of the termination charge in addition to all charges due for service which has been furnished.
- C. The termination charge will be based upon contract terms or the individual circumstances in each case as agreed upon at the time of installation or specified in this tariff.

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.12 LIABILITY (RULE NO. 12)

## A. Liability

- The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.
- When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.
- 3. The Company is not liable for any unavoidable damage to the subscriber's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.
- 4. The Company will make no refund of overpayments by a subscriber unless the claim for such overpayment together with proper evidence be submitted within three years from the date of the alleged overpayment.
- 5. Liability for telephone directories is covered elsewhere in this Tariff under Rule and Regulation No. 13.
- 6. Unauthorized Access and Hacking Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule, price list or other written agreement expressly states otherwise.

# B. Allowance for Interruptions

- 1. In the event of an interruption to the service, which is not due to the negligence of the customer, an allowance will be made, upon request, if the interruption continues for more than 24 hours from the time it is reported to the Company.
- 2. The allowance will be the prorated portion of the monthly rate for the service or the portion of the service made inoperative.

Advice No: #339

### 2.13 TELEPHONE DIRECTORIES, LISTINGS AND NUMBERS (RULE NO. 13)

#### A. Directories

- 1. The Company will furnish to its local exchange subscribers, without charge, one directory per access line or trunk for the efficient use of the service. Copies of additional or other directories may be provided at a nominal charge.
- 2. Directories regularly furnished to subscribers shall remain the property of the Company.
- Directory listings are subject to copyright laws of the United States and all rights are reserved by the Company. Any reproductions, reprints, copies or other duplications are prohibited unless performed with the written consent of the Company.

# B. Listings

- The Company is not liable for damages arising from errors or in omissions of directory listings for which there is no charge or listings obtained from the "Directory Assistance".
   In the case of listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.
- 2. The subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed inthe telephone directory of the Company.
- 3. The Company reserves the right to make such changes in directory listings as may be necessary to bring them into conformity with its standard form.

## C. Telephone Numbers

- Assignment of a telephone number will be made at the discretion of the Company. The subscriber has no property right to the telephone number nor any right to continuance of service through any particular central office of an exchange. Should the subscriber want to be served from a particular central office, he will be required to pay mileage rate between the central offices within the exchange.
- 2. The Company reserves the right to change the subscriber's telephone number of the central office associated with such number, or both, as may be required for the proper conduct of its business.

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.13 TELEPHONE DIRECTORIES, LISTINGS AND NUMBERS (RULE NO. 13) (Cont'd)

# D. Non-Published Telephone Number Service

- A subscriber may request that the telephone number of his service not be published in either the Company's directories or other Company records containing such information available to the general public. If the subscriber shall make such a request, the Company will take reasonable precautions:
  - Not to publish the number in either its publicly distributed directories or other Company records containing such information available to the general public;
     and
  - b. Except when required by law, not to disclose the number to any person other than representatives of law enforcement agencies, its own employees or representatives, or those of other telephone companies or other telephone subscribers who are billed for calls placed to non-published numbers.
- 2. The subscriber releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number or the disclosure or non-disclosure of said number to any persons.

# E. Non-Listed Telephone Number Service

- A subscriber may request that the telephone number of his service be published only in the Company records containing such information available to the general public. If the subscriber shall make such a request, the Company will take reasonable precautions:
  - a. Not to publish the number in its publicly distributed directories.
- 2. The subscriber releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other person, caused or claimed to have been caused directly or indirectly by the publication of such number in its publicly distributed directories.

Advice No: #339

# 2.14 TEMPORARY SERVICE AND SPECULATIVE PROJECTS (RULE NO. 14)

- A. The Company will furnish temporary service or service to speculative projects under the following conditions:
  - The applicant for such service shall be required to pay to the Company in advance, or otherwise as the Company may elect, the net cost of installing and removing any facilities necessary in connection with the furnishing of such service by the Company.
  - 2. The applicant for service may be required to post a deposit with the Company, in accordance with (OAR) 860-021-0200.
- B. Nothing in this Rule and Regulation shall be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sum of money which may become due and payable to the Company from the customer by reason of the service furnished or to be furnished hereunder.
- C. If temporary telephone service, or a speculative project, is provided to a customer on a continuous basis for a period of 36 consecutive months from date of establishment of service, the service shall be classified as permanent.
  - A refund will be made on the basis of the line extension, which was effective at the time
    the temporary service was established or on present line extension schedule if
    schedule has been changed, whichever is less restrictive to the customer.
  - 2. Total refund shall not exceed the amount paid and shall be without interest.
  - 3. A refund of deposit shall be in accordance with (OAR) 860-021-0215.

# 2.15 OWNERSHIP OF FACILITIES AND EQUIPMENT (RULE NO. 15)

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, or by induction or otherwise, except as provided in the tariff schedules, price lists or authorized by the Company. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachment or connection; or to terminate the service.

Advice No: #339

### 2.16 SUPERSECURE OF SERVICE (RULE NO. 16)

A supersedure charge, as specified in Section 3 of this Tariff, will apply where a business or residence customer takes over the service of a former customer, provided the service is furnished at the same location without interruption and the new customer assumes all unpaid charges on the original contract. Termination charges will apply for any service furnished under the original contract which is not retained by the new customer. The act of supersedure must be accomplished in writing and must be signed by both the former and new customers indicating their understanding of the supersedure and their responsibilities.

Supersedure may also be extended to residence customers in such cases as death of a customer where the service at the same location is retained. Other instances where supersedure is applicable is in the case of divorce or a group of individuals sharing a household when the person responsible for payment of the bill moves and another assumes responsibility.

### 2.17 P.U.C. RULES, ORDERS AND REGULATIONS (RULE NO. 17)

The rules, orders and regulations of the Public Utility Commission of Oregon, now in effect or hereafter issued, are by reference made a part of this Tariff with the following exceptions:

Variances from Telecommunications Service Standards Rules (OAR 860-023-0055):

A. Variance from Rule 860-023-0055(4)

At the time a request for access line service is taken, the Company will in most cases commit to a due date of no more than five business days. However, there will be exceptions in those small rural exchanges where the level of activity does not justify stationing installation personnel more than one day per week.

B. Variance from Rule (OAR) 860-023-0055(4)(B)

Customers will be advised in writing as soon as their request for service becomes a held order. A commitment as to when the order can be filled will be made by the Company within 30 days.

C. Variance from Rule (OAR) 860-023-0055(5)

The Company shall clear 85 percent of all trouble reports within 24 hours.

D. Variance from Rule (OAR) 860-023-0055(5)(K) and (d)

The Company does not produce a 12-month rolling average report for trouble reports.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.18 CUSTOMER PROVIDED EQUIPMENT (RULE NO. 18)

- A. The Company will be reimbursed by the customer for all time spent by Company personnel locating trouble caused by customer-provided equipment.
- B. Where telephone service is used in connection with customer-provided terminal equipment or communications systems, the operating characteristics of such equipment or systems shall be such as not to interfere with any of the service offerings of the Company. Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved.
- C. Such use is subject to the further provisions that the customer-provided equipment or systems do not:
  - 1. Endanger the safety of Company employees or the public.
  - 2. Require change in, or alteration of, the equipment or other facilities of the Company.
  - 3. Interfere with the proper functioning of such equipment or facilities.
  - 4. Impair the operation of the telecommunications network or other wise injure the public in its use of the Company's services.
- D. Where any customer-provided equipment or system is used with telephone service in violation of any of the above conditions, the Company will take such immediate action as necessary for the protection of the network and will promptly notify the customer of the violation.

Advice No: #339

#### **RULES AND REGULATIONS**

## 2.18 CUSTOMER PROVIDED EQUIPMENT (RULE NO. 18)

- E. Upon notice from the Company that the customer-provided equipment or system is causing or likely to cause such hazard or interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. Customers shall be notified in advance of their responsibility for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided terminal equipment or communications systems. The responsibility of the Company shall be limited to the furnishing, operation, and maintenance of such facilities in a manner suitable for telecommunications service. The Company shall not be responsible for signals generated by the customer-provided equipment or systems or for the quality of, defects in, or the reception of signals by customer-provided equipment or systems.
- G. The Company shall not be responsible to the customer or otherwise if changes in the criteria contained in these conditions or in any of the facilities, operations, or procedures of the Company render any customer-provided equipment or facilities obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The customer shall be given advance notice of significant changes to enable conformance of customers' equipment to the revised service.

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.19 CUSTOMER PREMISES INSIDE WIRING (CPIW) (RULE NO. 19)

- A. Customer Premises Inside Wiring (CPIW) is telephone wiring located on the customer's premises beginning at the point of connection with premises wiring to the Company's facilities and terminating at the point of connection with terminal equipment. Work on CPIW may be performed by the customer, by a technician designated by the customer, or by the Company at the customer's request.
- B. The connection to Company facilities will be at a standard network interface (SNI) or a network interface device (NID) provided by the Company. Terminal equipment will be connected to the inside wire at each location of use via a customer-provided modular jack or similar device. FCC registered/approved equipment must be used. Use of unapproved or altered equipment can result in discontinuance of service and/or a service charge for costs to eliminate harm from the network.
- C. Inside wire installed by the Company receives special handling. The PUC approves revenue included in local exchange access line rates, which will fully amortize the inside wire account. Facilities will therefore be available for use after the customer contacts the Company and finds that they have no conflicting use planned for the wiring.
- D. Maintenance of customer-provided inside wire is the responsibility of the customer unless other arrangements are made. The Company, at its option, may offer either a monthly maintenance plan or offer to do the work requested by the customer on a time and material basis.
- E. If it is necessary for the Company to make a service call to clear a line having a fault in CPIW, a visit charge will apply. The Company will notify the customer of the problem and discuss charge(s) before the service person is dispatched.

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.20 TAX ADJUSTMENTS (RULE NO. 20)

# A. City Taxes

- The aggregate amount of all privilege, business or occupation taxes, license, franchise, or operating permit fees, or other similar actions imposed on the Company by a city, which do not exceed four percent of revenues derived from exchange access services, as defined in OAR 860-22-042, shall be allowed as operating expenses of the Company for ratemaking purposes and shall not be itemized or billed separately.
- 2. The Company shall charge the amount which exceeds four percent of such gross revenue described in A.1. above, pro rata to customers whose services are located within the corporate limits of the city.
- 3. When the Company makes pro rata charges, as herein provided, such amounts will be separately stated on the customer's regular billings.

# B. County Taxes

- In the event any county, other than a city-county, should impose upon the Company any new taxes, or license, franchise, or operating permit fees, or increase any such taxes or fees, the Company shall collect from its customers within the county imposing such taxes or fees the amount of the taxes or fees or the amount of increase in such taxes or fees provided. If the taxes or fees cover the operations of the Company in only a portion of a county, then the Company shall recover the amount of the taxes or fees or increase in the amount thereof from customers in the portion of the county which is subject to the taxes or fees. Taxes, as used here, mean sales, use, net income, gross receipts, payroll, business or occupation taxes, levies, fees, or charges other than ad valorem taxes.
- 2. The amount collected from each customer pursuant to the foregoing paragraphs shall be separately stated and identified on all customer billings.
- 3. This rule shall apply to new or increased taxes imposed on and after December 16, 1971, including new or increased taxes imposed retroactively after that date.
- 4. The above provisions are based on Chapter 860, Division 22 Oregon Administrative Rules; 22-045, relating to Local Government Fees, Taxes, or Other Assessments.

Advice No: #339

#### **RULES AND REGULATIONS**

# 2.21 NATURAL DISASTER RELIEF FOR CUSTOMERS

In situations where customers' telecommunications services are interrupted by natural disasters, the Company may offer alternative telecommunications services to customers in the immediate affected area, and waive otherwise applicable charges for those services. The availability and details of the offers, including, but not limited to, the maximum duration of the offer or waiver of any applicable charges, will be determined by the Company in each instance of natural disaster.

# 2.22 TRIBAL LINK-UP

Beginning April 1, 2012, non-Tribal Lifeline customers are no longer eligible for Link Up support. Also beginning April 1, 2012, eligible residents of Federal Tribal Lands may receive Link Up support to cover 100% of the customary charges up to \$100 in connection with commencing telecommunications service to the qualifying customer's principal place of residence on Tribal Lands. Tribal Link Up applies to qualifying low-income residence customers of the Company who apply for basic residential service and who meet the eligibility criteria established by the Federal Communications Commission. The customer may defer payment on up to \$200 of the above charges without interest for a period not to exceed one year. The deferred charges do not include the deposit if required.

An eligible resident of Tribal Lands may receive the benefit of the Tribal Link Up program for a second or subsequent time only for otherwise qualifying commencement of telecommunications service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.

Advice No: #339

#### **NONRECURRING CHARGES**

- 3.1 NONRECURRING CHARGES Residence, Simple Business and Complex Business
  - A. Non-recurring charges apply for the establishment of access line service and reconnecting service, which has been temporarily disconnected for non-payment.
  - B. A non-recurring charge, as specified in D.1. following, consists of one or both of the following types of charges.
    - 1. Service Charge A non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:
      - a. Establishment of basic access line service to the protector.
      - b. Directory service.
      - c. Number changes requested by the customer.
      - d. Establishment of any service as provided for in this tariff.
      - e. Reconnection of service temporarily suspended.
    - 2. Work Charge A non-recurring charge applicable to work performed due to customer request. This charge includes but is not limited to charges, in accordance with Rule and Regulation No. 8, for repair or damage to Company facilities or equipment caused by the customer.

### C. Conditions

- 1. Non-recurring charges are applicable for services furnished to the customer as indicated throughout this tariff except as provided hereinafter.
- 2. An estimate of the total non-recurring charge may be required to be paid at the time of application for service when the applicant is a known credit risk.
- 3. Non-recurring charges are not applicable for:
  - a. Normal maintenance and repair of the Company's access line up to and including the protector.
  - b. Change or correction in billing name or address when there is not a change in responsibility and there is no connection, disconnection, or change in the service.

Advice No: #339

#### **NONRECURRING CHARGES**

- 3.1 NONRECURRING CHARGES Residence, Simple Business and Complex Business (Cont'd)
  - C. Conditions (Cont'd)
    - 4. The non-recurring charge applicable for the establishment of foreign exchange service is the total of those non-recurring charges applicable within the local and the foreign exchanges.
    - 5. Time payments for deposits and non-recurring charges are available to residential applicants or customers. Time payments are limited to charges for residential service and intraLATA toll (OAR 860-21-206).
    - 6. Non-recurring charges are in addition to any other scheduled rates and charges that normally would apply in this tariff.
    - 7. The charges specified herein do not contemplate work being performed by the Telephone Company employees at a time when overtime wages apply, due to the request of the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made to compensate the Company for the extraordinary expenses incurred.

Advice No: #339

Effective: March 1, 2015

### **NONRECURRING CHARGES**

- 3.1 NONRECURRING CHARGES Residence, Simple Business and Complex Business (Cont'd)
  - D. Rate Schedule of Nonrecurring Charges

One Time Charge

1. Service Charge

a. Each Network Access Line connected:

	Residence	\$34.50
b.	Changes requiring central office work only	\$15.55
C.	Change in directory listing	\$ 7.67
d.	Other Network Access Line Work, each occurrence	\$15.55
e.	Supersedure of business service with all terminations in place	\$13.75

f. Maintenance Visit Charge (a.k.a. Trouble Isolation Charge) (1)

The following charge(s) applies for each visit to a customer's premises by a Company employee during which it is determined that the service difficulty, or trouble report, results from customer-provided wire, connections, terminal equipment and/or communications systems arranged for connection to Company facilities.

Charge per service call:

-	First 15 minutes	\$21.30
-	Each Additional 15 minutes	\$ 9.00

Advice No: #339

Maintenance Visit Charges (a.k.a. Trouble Isolation Charges) for individual business and residence lines/trunks will not exceed \$85.00 per service call.

#### **NONRECURRING CHARGES**

#### 3.2 RESTORAL CHARGES

Non-recurring service charges will apply as required to restore the service of a customer, which has been temporarily denied for nonpayment in accordance with the terms of this tariff. In case service has been denied for nonpayment of charges due, in addition to the charges for restoration, the customer will be required to pay all the last past due current exchange bill at the time of restoration of service. The charges for restoration will also apply in instances when payment is offered to an installer who is on the premises to disconnect a service for nonpayment.

# 3.3 RETURNED CHECK CHARGE

- A. A service charge will be billed to any customer whose check is not honored by a bank or other financial institution because the account is closed or does not have sufficient funds to cover such check, or for any other reason.
- B. Charge per each returned check incident: \$7.50.

### 3.4 LATE PAYMENT CHARGE

- A. A late payment charge will be applied to any amounts on a customer's bill not paid and carried over to the next bill.
- B. The late payment rate will be established by the Oregon Public Utility Commission in accordance with Oregon Administrative Rule (OAR) 860-21-210.

#### 3.5 COPY OF BILL

A printed additional copy of regular monthly billing may be provided to customers upon request where such information is available and facilities permit.

A nonrecurring charge applies for each printed copy furnished.

	Residence	<u>Business</u>
Charge per copy	\$ 4.00	\$ 7.00

Advice No: #339

## **BASIC EXCHANGE ACCESS SERVICE**

#### 5.1 CONDITIONS

- A. Service is provided through facilities owned and maintained by and according to the standards of the Company. The territory served is shown on area maps filed with the Commission by the Company. This territory is referred to as an Exchange. Within the Exchange are base rate areas, suburban areas and in certain cases supplemental base rate areas.
- B. The application of business or residence rates is determined by the actual or obvious use made of the service by the subscriber. Where only one exchange access line is provided at a location, which is both business and residence, the business rate will apply.
- C. The access line rates specified in this section do not include telephone instruments or inside wire.
- D. Mileage rates for service in the suburban area are based on the airline distance from the exchange base rate area boundary to the subscriber's primary exchange access line location. The rate for suburban mileage will be eliminated on an exchange-by-exchange basis as exchange facilities are upgraded for the provision of all one-party service.
- E. Local Service is available as Flat Rated Service or as Local Measured Service. With Local Service, measured usage charges apply for calls, which originate and terminate within the same exchange. Flat Rated and Local Measured service from the same exchange will not be furnished concurrently to the same customer on the same premises.
- F. Customers subscribing to Local Measured Service must also subscribe to measured EAS (Extended Area Service) where applicable.
- G. Local Measured Service is not available with Foreign Exchange Service or Party Line Service.
- H. Local Measured Service is offered only in exchanges where operating conditions and facilities permit. The monthly rates for Local Measured Service are in addition to other applicable rates and charges.

Advice No: #339

### **BASIC EXCHANGE ACCESS SERVICE**

## 5.1 CONDITIONS (Cont'd)

- I. Extended Area Service in designated exchanges is available on a flat or measured rate basis.
- J. Customers do not have the option of selecting individual or partial combinations of Extended Area Service exchanges.
- K. Measured Extended Area per minute rates are in addition to the Basic Exchange Access Service Rates.
- L. When a multi-line customer subscribes to measured Extended Area Service, all other access lines on the same premises and to the same customer shall have measured Extended Area Service.
- M. Credit card and operator assisted calls are not included with extended Area Service. These calls will be charged at the appropriate operator assisted long distance rates.
- N. An Extended Area Service Surcharge applies in addition to the Basic Exchange Access Service rate. The surcharge is applied by rate band. Rate bands are based upon the number of access lines, which can be called that are outside of the local exchange but within the extended area service arrangement.
- O. Measured Extended Area Service is charged for on a per minute basis. Additional minutes, or any fraction thereof, applies for the chargeable time beyond the initial minute.

Advice No: #339

Effective: March 1, 2015

# **BASIC EXCHANGE ACCESS SERVICE**

# 5.2 EXTENDED AREA SERVICE

A.	Local Exchange	<u>EAS Ex</u>		S Exchanges	
	Aurora	( Beaver Creek ( Canby ( Colton ( Forest Grove ( Hillsboro ( Molalla ( Newberg ( Portland ( Scappoose ( Stafford ( Vernonia	Beaverton Carlton Corbett Gresham Lake Oswego Monitor North Plains Redland Scholls Sunnyside Woodburn	Burlington Charbonneau Estacada Hoodland Oak Grove/Milwaukee Government Camp Oregon City Sandy Sherwood Tigard Yamhill	
	Bly	( Bonanaza	Klamath Falls		
	Boardman	( Umatilla	Hermiston	lone	
	Bonanza	( Bly	Klamath Falls	Sprague River	
	Brownsville	( Lebanon	Halsey	Albany	
	Burns	( Harney			
	Camas Valley	(Roseburg			
	Charbonneau	( Aurora ( Burlington ( Colton ( Forest Grove ( Hillsboro ( Molalla ( Newberg ( Portland ( Scappoose ( Stafford ( Vernonia	Beaver Creek Canby Corbett Gresham Lake Oswego Monitor North Plains Redland Scholls Sunnyside Woodburn	Beaverton Carlton Estacada Hoodland Oak Grove/Milwaukee Government Camp Oregon City Sandy Sherwood Tigard Yamhill	
	Chemult	( Chiloquin	Gilchrist	Klamath Falls	

Advice No: #339

Effective: March 1, 2015

# BASIC EXCHANGE ACCESS SERVICE

# 5.2 EXTENDED AREA SERVICE (Cont'd)

A.	Local Exchange		EAS Exchanges	
	Chiloquin	(Fort Klamath (Crater Lake	Klamath Falls Chemult	Sprague River
	Creswell	(Eugene	Cottage Grove	Springfield
	Depoe Bay	( Lincoln City ( South Beach	Gleneden Beach	Newport
	Drain	( Yoncalla ( Eugene/Springfield	Cottage Grove	
	Durkee	( Baker		
	Echo	( Hermiston	Pendleton	Stanfield
	Fort Klamath	( Chiloquin	Klamath Falls	Crater Lake
	Fossill	( Spray		
	Gilchrist	( Bend	La Pine	Chemult
	Gleneden Beach	( Lincoln City ( South Beach	Depoe Bay	Newport
	Glide	( Roseburg	North Umpqua	

Advice No: #339

Effective: March 1, 2015

# **BASIC EXCHANGE ACCESS SERVICE**

# 5.2 EXTENDED AREA SERVICE (Cont'd)

A.	Local Exchange	EAS Exchanges		
	Government Camp	( Aurora ( Burlington (Charbonneau ( Estacada ( Hillsboro ( Molalla ( Oak Grove/Milwaukee ( Redland ( Scholls ( Sunnyside ( Woodburn	Beaver Creek Canby Colton Forest Grove Hoodland Newberg Oregon City Sandy Sherwood Tigard Yamhill	Beaverton Carlton Corbett Gresham Lake Oswego North Plains Portland Scappoose Stafford Vernonia
	Harney	( Burns		
	Heppner	( lone	Lexington	
	Huntington	( Ontario		
	lone	( Boardman ( Lexington	Heppner	Hermiston
	John Day	( Dayville ( Mt. Vernon	Long Creek Prairie City	Monument Seneca
	Jewell	( Astoria	Seaside	
	Knappa	( Astoria	Westport	

Advice No: #339

# BASIC EXCHANGE ACCESS SERVICE

# 5.2 EXTENDED AREA SERVICE (Cont'd)

A.	Local Exchange	EAS Exchanges		
	Lakeview	( Paisley		
	Lebanon	( Albany	Brownsville	Sweet Home
	Lexington	( Heppner	Ione	
	Long Creek	( John Day	Mt. Vernon	Monument
	Malin	( Klamath Falls	Merrill	
	Maupin	( Pine Grove	Tygh Valley	Wamic
	Merrill	( Klamath Falls	Malin	
	Mitchell	( Prineville		
	Monument	( John Day	Mt. Vernon	Long Creek
	North Powder	( Baker	Haines	La Grande
	North Umpqua	( Glide	Roseburg	
	Paisley	( Lakeview		
	Paulina	( Prineville		
	Pilot Rock	( Pendleton	Ukiah	
	Pine Grove	( Maupin		
	Rocky Point	( Klamath Falls		

Advice No: #339

A.

Section 5 Original Page 7

Effective: March 1, 2015

# **BASIC EXCHANGE ACCESS SERVICE**

# 5.2 EXTENDED AREA SERVICE (Cont'd)

	Local Exchange	<u> </u>	EAS Exchanges	
	Scappoose	( Aurora ( Burlington ( Charbonneau ( Estacada ( Hillsboro ( Mollala ( Oak Grove/Milwaukee ( Redland ( Sherwood ( Sunnyside ( Woodburn	Beaver Creek Canby Colton Forest Grove Hoodland Newberg Oregon City Sandy St. Helens Tigard Yamhill	Beaverton Carlton Corbett Gresham Lake Oswego North Plains Portland Scholls Stafford Vernonia Government Camp
	Seneca	( John Day		
	Shedd	( Albany	Corvallis	Halsey
	Silverlake	( Bend		
	Sprague River	( Klamath Falls	Bonanza	Chiloquin
	Spray	( Fossil		
	Starkey	( La Grande		
	Sweet Home	( Lebanon		
	Tygh Valley	( Maupin	Wamic	
	Ukiah	( Pendleton	Pilot Rock	
	Wamic	( Tygh Valley	Maupin	
	Yoncalla	( Oakland	Roseburg	Drain
•	The Extended Area Service	ce Monthly surcharges are	e specified in A.1 follow	wing.

Advice No: #339

B.

# **BASIC EXCHANGE ACCESS SERVICE**

# 5.2 EXTENDED AREA SERVICE (Cont'd)

#### C. Rates

Basic Exchange Access Service

The Basic Exchange Access Service monthly rates listed below do not include the EAS surcharge or the OTAP credit. Rate Group I includes all exchanges except Silver Lake. Rate Group II includes Silver Lake.

Residential	Rate Group I	Rate Group II
Flat Rate Service	\$14.48 (I)	\$16.55
Local Measured Service	\$10.55 (I)	\$15.55 (I)

Nonrecurring charges from Section 3 apply as required to install, move, rearrange or change an access line. Customers may change from Flat to Local Measured Service, or Local Measured to Flat Service, once within 6 months of the initial service offering in their exchange without incurring a non-recurring charge.

Advice No: #339

Multi-Party Access Line Service is available only to existing customers and will be eliminated, as facilities become available to provide 1-Party Service. No new services or supersedure of existing service will be permitted during the interim, except in the Harney exchange.

<sup>(2)</sup> Measured Usage Charges also apply. See 5.3.A following.

Effective: March 1, 2015

# **BASIC EXCHANGE ACCESS SERVICE**

#### 5.3 LOCAL MEASURED USAGE CHARGES

A. The following usage charge is applicable to Local Measured Service:

Calls placed within customer's local exchange \$0.03

B. A 50% discount applies to originating minutes between 5 p.m. and 8 a.m. weekdays, all day Saturday, Sunday, and holidays.

### 5.4 MONTHLY BILLING DETAIL

Measured Service customers who desire billing detail must arrange for it in advance. The service provides a detailed listing of originating calls placed from a customers' access line. The charge applies per line. If any lines billed to an account are subscribed to Detail Billing Service, all lines billed to that account must be subscribed to the service.

Detail billing, per access line Per Month \$1.00

Advice No: #339

### **BASIC EXCHANGE ACCESS SERVICE**

#### 5.5 RATES

# A. Extended Area Service Surcharge

#### 1. Flat Rate

The Extended Area Service surcharges listed below apply in addition to the Basic Exchange Access Service monthly rates specified elsewhere. The surcharge is applied by rate band. Rate bands are based upon the number of access lines which can be called that are outside of the local exchange but within the extended area service arrangement.

### CLASS OF SERVICE

		Residential	<u>Business</u>	Payphone Access Line
	BAND A	\$4.83	\$7.25	\$7.25
	BAND B	5.00	7.47	7.47
	BAND C	6.50	9.75	9.75
	BAND D	6.50 (R)	12.75	12.75
	BAND E	8.00 (R)	15.00	15.00
2.	Measured Rat	te		
	All classes of	service, Per minute	\$.06	

# 3. Nonrecurring charges

Non-recurring charges from Section 3 normally apply when EAS service options are changed after initial installation of service. When EAS calling areas are added or changed, affected customers may change their EAS option once within six months of the change at no charge.

# 4. Extended Area Service Exchange Rate Bands

See Page No. 11.

Advice No: #339

#### BASIC EXCHANGE ACCESS SERVICE

# 5.5 RATES (Cont'd)

- A. Extended Area Service Surcharge (Cont'd)
  - 4. Extended Area Service Exchange Rate Bands (Cont'd)
    - Band A (Up to 5,000 Access Lines): Burns, Fossil, Harney, Heppner, John Day, Lakeview, Lexington, Long Creek, Maupin, Monument, Paisley, Pine Grove, Seneca, Spray, Tygh Valley, Wamic.
    - Band B (5,001 25,000 Access Lines): Boardman, Depoe Bay, Durkee, Echo, Gleneden Beach, Huntington, Ione, Jewell, Knappa, Mitchell, North Powder, Paulina, Pilot Rock, Starkey, Sweet Home, Ukiah.
    - Band C (25,001 50,000 Access Lines): Bly, Bonanza, Brownsville, Camas Valley, Chemult, Chiloquin, Fort Klamath, Glide, Lebanon, Malin, Merrill, North Umpqua, Rocky Point, Silver Lake, Sprague River, Yoncalla.
    - Band D (50,001 500,000 Access Lines): Creswell, Drain, Gilchrest, Shedd.
    - Band E (500,001 and Over Access Lines): Aurora, Charbonneau, Scappoose, Government Camp.

## 5.6 MAPS OF EXCHANGE AREAS

Exchange Maps are filed by the Company and approved by the Oregon Public Utility Commission.

Advice No: #339

#### BASIC EXCHANGE ACCESS SERVICE

# 5.6 OREGON TELEPHONE ASSISTANCE PROGRAM (OTAP AND LIFELINE)

A. Lifeline and OTAP provide for a discount against the recurring monthly rate for the provision of local residential service for certain low-income customers. Lifeline and OTAP are State and Federal Programs pursuant to Chapter 290, Oregon Laws 1987 and 47 C.F.R. Subpart E, §54. In order to be eligible for Lifeline, subscribers must meet the requirements for the OTAP as defined in OAR 860-033-0030.

Residents of federally recognized Indian Reservations not qualified based on the preceding requirements, may qualify for the Federal Lifeline discounts per condition h. following

- B. Lifeline subscribers may subscribe to toll-blocking at no extra charge. Toll blocking is described in Section 10 as "Toll Restriction", Option 1. Lifeline subscribers who subscribe to toll blocking will not be required to pay service deposits in order to initiate service.
- C. Lifeline subscribers will not be disconnected for non-payment of toll charges, regardless of whether toll blocking is activated on their service. Partial payments received from Lifeline subscribers will be first applied to local service and then to toll charges.
- D. Lifeline will not be furnished with Foreign Exchange service.
- E. The following services are included in Lifeline:
  - Voice grade access to the Public Switched Network
  - Access to emergency services
  - Access to interexchange services, unless toll blocking is chosen
  - Toll Blocking

F. The discount will begin on the approval date after the Commission notifies the Company that the customer is eligible for Lifeline. The discount will be prorated from the effective approval date. The discount is applicable only to one access line at a residential customer's principal residence.

Advice No: #339

#### BASIC EXCHANGE ACCESS SERVICE

# 5.6 OREGON TELEPHONE ASSISTANCE PROGRAM (LIFELINE OR OTAP) (Cont'd)

G. The reductions to be applied to local residential exchange service are as follows:

State supported reduction \$3.50

Effective August 1, 2012, Federal supported reduction \$9.25

#### H. Tribal Lifeline

Additional federal Lifeline support of up to \$25.00 is available for residents of federally recognized Indian reservations.

Residents of reservations who qualify for Lifeline based on the requirements listed in (a.) preceding are eligible for the additional Tribal Lifeline support. Residents of reservations who do not meet those requirements are eligible for the Tribal Lifeline support if they participate in one of the following programs:

#### Medicaid

Supplemental Nutrition Assistance Program (SNAP)
Supplemental Security Income (SSI)
Federal Public Housing Assistance or Section 8
Low-Income Home Energy Assistance Program (LIHEAP)
Temporary Assistance for Needy Families (TANF)
Bureau of Indian Affairs (BIA) general assistance program
Tribally administered Temporary Assistance for Needy Families (TANF)
Head Start programs (under income qualifying eligibility provision only)
National School Lunch Program's free lunch program

Food Distribution Program on Indian Reservations

Residents of Tribal Lands are also eligible for Tribal Lifeline support when the household income of the named subscriber to the local telecommunications service is at or below 135% of the Federal Poverty Guidelines.

Advice No: #339

#### BASIC EXCHANGE ACCESS SERVICE

# 5.6 OREGON TELEPHONE ASSISTANCE PROGRAM (LIFELINE OR OTAP) (Cont'd)

# H. Tribal Lifeline (Cont'd)

The following applies for those eligible residents of reservations who qualify only for Tribal Lifeline support. The Company must obtain the customer's signature on a document in which the eligible customer certifies, under penalty of perjury, that such customer receives benefits from at least one of the programs mentioned above, and lives on a reservation. In addition to identifying the program or programs from which that customer receives benefits, the customer must also agree to notify the Company if that customer ceases to participate in the qualifying program or programs.

The Tribal Lifeline support applies to local residential access line service including any mileage, zonal, or other nondiscretionary charges associated with basic residential service. However the reduction may not bring the basic local residential rate below \$1.00 per month.

## 5.7 SUBURBAN AREA SERVICE

A. Only the classes and grades of basic local exchange service listed below are provided in the suburban area.

Business One-Party Residence Two-Party\*

Foreign Exchange Service\*

Residence Suburban Line Service\*

Residence One-Party Business Suburban Line Service\*

B. Except for off-premise extensions, suburban mileage charges will not apply for local exchange services outside the Base Rate Area.

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<sup>\*</sup> Grandfathered Service - This service is available only to existing customers at their existing location.

#### VACATION NUMBER RESERVATION

#### 5.8 GENERAL

Vacation Number Reservation provides for temporary suspension of service at customer request for a period of not less than one (1) month and not to exceed nine (9) months in a twelve (12) month period. Vacation Number Reservation applies only to residential and business access line rates. It does not apply to Key, PBX, Centrex lines, or Trunks, calling features or bundled services. The customer's account must be current to be placed on Vacation Number Reservation. After service has been restored, there will be a minimum of one (1) month's charge for full service before the service can again be put on Vacation Number Reservation.

## **CONDITIONS**

- A. Telephone service will be completely disconnected during the period of Vacation Number Reservation; there will be no dial tone.
- B. If the customer has not requested that the service be restored after nine (9) months of Vacation Number Reservation, the service will revert back to the standard rate; however, full service (dial tone) will not be restored until the customer requests such by contacting the Telephone Company. The customer will be notified of the date of the discount expiration in advance.
- C. There will be no charge to activate Vacation Number Reservation. Applicable nonrecurring charges will apply each time Vacation Number Reservation is restored to full service.

#### **RATES**

The charge for Vacation Number Reservation is Fifty (50) percent of the regular flat rated monthly access line rate.

Advice No: #339

Effective: March 1, 2015

#### **COMPETITIVE RESPONSE**

# ONE MONTH FREE - ONE BILL CREDIT

Existing business customers may be eligible for one bill credit when they contact the Company to inform them that they have received a better priced offer for the same or comparable service(s) from a competitor, or when they contact the Company to disconnect service(s) and agree to retain their service(s) with the Company.

To be eligible, the customer's charges for the specific service(s) for which they have received the offer must equal or exceed \$25 (excluding long distance, taxes, surcharges, and other fees) and the customer must agree to retain the service(s) for one year after receiving the bill credit.

The credit will be reflected on the customer's bill for the first month bill following the customer's acceptance of this promotion. The bill credit will be equal to the monthly charges for the services that were retained after the customer notified the company of the competitive offer or made a disconnect request (excluding long distance, taxes, surcharges, and other fees), not to exceed \$500.00 per bill credit.

A customer with multiple locations is eligible for this promotion at each location for which disconnection is requested, either all at the same time or separately, with the further caveat that the maximum credit available under this offer is \$500 per customer, regardless of the number of service locations, accounts or billing telephone numbers the customer has in service.

Customers who discontinue service(s) for which the credit was issued prior to one year after issuance of the credit will be assessed all charges originally waived under the promotion.

The benefits awarded under this promotion may not be combined with the benefits of any other currently available promotion.

Advice No: #339

Effective: March 1, 2015

#### **COMPETITIVE RESPONSE**

# 2 MONTHS FREE – 2 BILL CREDITS (NO TERM COMMITMENT)

Existing business customers will be eligible to receive two bill credits when they contact the Company to inform them that they have received a better priced offer for the same or comparable service(s) from a competitor, or when they contact the Company to disconnect service(s) and agree to retain their service(s) with the Company. To be eligible, the customer's charges for the specific service(s) for which they have received the offer must equal or exceed \$25 (excluding long distance, taxes, surcharges, and other fees).

The credits will be equal to 50% of the monthly charges for the services that were retained after the customer notified the company of the competitive offer or made a disconnect request (excluding long distance, taxes, surcharges, and other fees), not to exceed \$250 per bill credit. The credits will be reflected on the customer's first and second month bills following the customer's acceptance of this promotion.

A customer with multiple locations is eligible for this promotion at each location for which disconnection is requested, either all at the same time or separately, with the further caveat that the maximum credit available under this offer is \$500 per customer, regardless of the number of service locations, accounts or billing telephone numbers the customer has in service.

The benefits awarded under this promotion may not be combined with the benefits of any other currently available promotion.

Advice No: #339

Effective: March 1, 2015

#### **COMPETITIVE RESPONSE**

## \$5 AND \$10 OFFERS

Existing business customers may be eligible for consecutive bill credits when they contact the Company to inform them that they have received a better priced offer for the same or comparable service(s) from a competitor, or when they contact the Company to disconnect service(s) and agree to retain their service(s) with the Company.

To be eligible, the customer must be subscribed to any business local exchange service and must agree to retain the service(s) for one year after receiving the bill credit. Eligible customers who are subscribed to any local exchange service will receive a \$5.00 per line bill credit for six months when they agree to retain their service(s) for a minimum of twelve additional months, or will receive a \$5.00 per line bill credit for twelve months when they agree to retain their service(s) for a minimum of twenty-four additional months. Customers may receive the credits for a maximum of ten lines.

Eligible customers who are subscribed to any bundled service will receive a \$10.00 bill credit per bundle for six months when they agree to retain their bundled service(s) for a minimum of twelve additional months, or will receive a \$10.00 bill credit per bundle for twelve months when they agree to retain their service(s) for a minimum of twenty-four additional months. Customers may receive the credits for a maximum of ten bundles.

The credits will begin appearing on customer bills the first month bill following the customer's acceptance of this offer. The benefits awarded under this competitive response may not be combined with the benefits of available promotions.

If the customer discontinues service(s) prior to the twelve or twenty-four month commitment period, the credits issued will be rescinded and charges for the credit amounts will be reflected on the customer's final bill. Customers are also liable for 50% of the remaining monthly recurring charges for the service(s) disconnected.

## WAIVE VOICE INSTALLATION NRC WITH HIGH SPEED INTERNET OFFER

Business customers may be eligible for a waiver of all nonrecurring charges (excluding charges applicable for inside wiring, construction, or CPE installation) that are otherwise applicable for installation of a new business line or trunk.

To be eligible, business customers who are contacted by the Company or who contact the Company and request this offer must subscribe to High Speed Internet (1.5 Mbps or greater) with installation of a new business line or trunk. Packaged services (bundles) that include a business line or trunk are eligible. There is no limit on the number of times a customer may place orders for new lines or trunks and receive this benefit.

Advice No: #339

Effective: March 1, 2015

#### **COMPETITIVE RESPONSE**

## ACCESS LINE SERVICE \$5 FOR 6 OFFER

Existing residence customers may be eligible for a \$5 bill credit for six months when they contact the Company to disconnect access line service and agree to retain service with the Company. To be eligible, a customer's account must have and maintain a B, C or D Credit Class rating with the Company and the customer must agree to retain flat rated one-party access line service with the Company.

The initial bill credit will be reflected on the customer's first or second invoice following the customer's acceptance of this offer and will continue for five consecutive months thereafter. If a customer discontinues service being offered prior to the end of the six month period, no additional credits will be applied.

In no event will the application of this discount be used in conjunction with any other credits to take the customer's billed amount below zero.

## WAIVER OF ACCESS LINE SERVICE CONNECT CHARGES

When new residence customers who are contacted by the Company or who contact the Company and request this offer establish a new account that includes an access line, the Company will waive the service charges that are otherwise applicable (excluding inside wire, construction or CPE installation) when the customer agrees to retain service for 12 months. This waiver will only apply to the primary access line. The benefits awarded under this offer will not be rescinded if the customer disconnects the qualifying service prior to the 12-month commitment period.

#### SIMPLE CHOICE UNLIMITED \$10 FOR 12 OFFER

Existing **Simple Choice Unlimited** customers may be eligible for a \$10 bill credit for 12 months when they contact the Company to disconnect service and agree to retain service with the Company. To be eligible, the customer must agree to subscribe to the Company's Simple Choice Unlimited for a minimum of 12 months. The initial bill credit will be reflected on the customer's first or second invoice following the customer's acceptance of this offer and will continue for 11 consecutive months thereafter. If a customer discontinues Simple Choice Unlimited prior to the end of the 12 month period, no additional credits will be applied. In no event will the application of this discount be used in conjunction with any other credits to take the customer's billed amount below zero.

Advice No: #339

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#### COMPETITIVE RESPONSE

# 30-DAY SATISFACTION GUARANTEE OFFER

A 30-day satisfaction guarantee is available to residence customers who order Pure Broadband Bundle with High-Speed Internet (HSI) at speeds up to and including 10 Mbps. Under this satisfaction guarantee, customers who disconnect these services within thirty days after installation will receive a credit for the monthly recurring charges that were billed through the date of disconnection when at the time of the requested disconnection they inform the Company of their subscription under this guarantee and cite their dissatisfaction with the services as the reason for the requested disconnection. When the expiration of the 30-day period falls on a weekend or legal holiday, the customer must request disconnection no later than the first business day following the weekend or legal holiday to be eligible for a credit.

Advice No: #339

## **COMBINATION MAIN SERVICE**

## 5.10 CONDITIONS

- A. This service provides for serving separate business and residence locations from the same one-party line.
- B. All locations must be within the same central office area.
- C. A separate number will be assigned to the station at each of the locations.
- D. Combination main service is only available in those exchange where the central office equipment is in place to accommodate the service.
- E. Combination main service is available to existing customers only. No new services will be offered nor will supersedure of existing service be permitted.

#### **RATES**

- A. The monthly rate and non-recurring installation charge will be that of a one-party business or residence service at each location. (Service code B1-R1).
- B. In addition, the one-party suburban mileage rate will apply to each location outside the base rate area until such time as all one-party service without mileage is available. If all stations in the suburban area are served by one circuit, the appropriate party line mileage will be applicable.

Advice No: #339

#### **CUSTOM CALLING II**

#### 5.11 CONDITIONS

- A. The rates for Custom Calling II are in addition to all other rates and charges for business and residence telephone service.
- B. Custom Calling II Services are furnished subject to the availability of suitable facilities.
- C. Each customer subscribing to Custom Calling II service agrees to release, indemnify and hold harmless the company, its employees and agents from any and all loss, claims, demands, suits, or other action or from any liability whatsoever whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any business loss, personal injury to or death of any person or persons, or for any loss, damage or destruction of any property whether owned by the customer or others, arising out of the use of any of the Custom Calling II features offered in this section or features in the Company's Price List..

## FEATURES(1)

A. Custom Calling II Services include one or more of the following features:

Call Trace \*57

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call, which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

# **RATES AND CHARGES**

Casual Calling Features do not carry a monthly rate. The customer is charged each time the feature is activated. For all Casual Features except Customer Originated Trace, the total monthly charge for Casual Calling Feature activation will not exceed two times the monthly charge for the service.

Per Activation or Use

Call Trace \*57 \$1.00

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<sup>(1)</sup> For other Custom Calling II features, see Section 5 in the Oregon Price List.

OR PUC No. 6 Section 5
Original Page 23

## **PACKAGED SERVICES**

# 3. HOME PHONE II

#### A. DESCRIPTION

- 1. Home Phone II is an option enrollment plan that permits residence customers to receive Local Exchange Service and additional features and services for a flat monthly rate.
- 2. Home Phone II customers must subscribe to a qualifying long distance plan.
- 3. Home Phone II includes the following services and features:
  - Residence Flat Rate Access Line
    - Choice of the following features:

Anonymous Call Rejection

Busy Redial

Call Forward Busy

Call Forward No Answer

Call Forwarding

Call Forward Remote Access (where available)

Call Return

Call Waiting

Call Waiting ID

Caller ID

Cancel Call Waiting

Message Waiting Indication

Selective Call Accept

Selective Call Forward

Selective Call Rejection

3-Way Calling

VIP Alert

Voice Mail (1)

Effective: March 1, 2015

Advice No: #339

<sup>&</sup>lt;sup>(1)</sup> Voicemail is not regulated under this Tariff. A \$1.99 Non-Telecom Services Surcharge applies monthly in addition to the monthly rate listed herein when customers select the Voice Mail feature.

## **PACKAGED SERVICES**

# 3. <u>HOME PHONE II</u> (Cont'd)

## B. REGULATIONS

- 1. Home Phone II customers may terminate their enrollment in the plan at any time upon notice to the Company.
- 2. Unless terminated by the Home Phone II customer or the Company, a customer will remain enrolled in the plan, as amended from time-to-time, with any applicable changes in rate, for as long as the plan continues to be offered by the Company.
- 3. Home Phone II customers are not eligible for promotional offerings associated with the features included in the plan, unless specifically provided for in a promotional offering.
- 4. Components of Home Phone II will be converted to ala carte rates for the remaining services if customers remove any of the qualifying services.
- 5. All terms and conditions specified elsewhere for the respective services/features requested as part of this plan shall apply.
- 6. Services selected as part of this plan can only be provided where technically available and compatible with other services the customer may choose to order.
- 7. Home Phone II cannot be combined with any other discounts unless otherwise specified.

Advice No: #339

## **PACKAGED SERVICES**

# 3. HOME PHONE II (Cont'd)

# C. RATES AND CHARGES

- 1. The monthly rate includes the Local Exchange Service, flat rate EAS, Touch Calling Service, and features only. All other recurring charges applicable to an access line apply to Home Phone II. Among other things, these include but are not limited to, surcharges, subscriber line charges, and taxes. Also, the monthly rate does not include the recurring charges for the qualifying long distance plan.
- 2. Nonrecurring charges, as described in Schedule 2 of CenturyTel of Oregon, Inc. P.U.C. Or. No. 5 apply for new and additional Home Phone II lines, and moves of existing lines.
- 3. Nonrecurring charges do not apply when Home Phone II replaces existing Local Exchange Service. Nonrecurring charges do apply when Customers request a change from Home Phone II back to Local Exchange Service.

Residence Monthly Rate

Home Phone II (1)

\$38.95

Advice No: #339

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<sup>&</sup>lt;sup>(1)</sup> The customer must subscribe to either CenturyLink Communications, LLC Home Phone II Per Minute long distance plan or CenturyLink Communications, LLC Home Phone II Unlimited long distance plan to qualify for this bundle.

Effective: March 1, 2015

# SHARED TELECOMMICATIONS SERVICE (STS)

# 5.1 DESCRIPTION

STS is the provision of telecommunications and information management services and equipment to a user group located in discrete premises in building complexes, campuses or high-rise buildings, by a commercial shared services provider or by a users' association, through privately owned customer premises equipment and associated data processing and information management services and includes the provision of connections to local exchange telecommunications service.

## 5.2 CONDITIONS

There are two classifications of telecommunications providers: (1) a Public Utility or (2) a Competitive Services Provider, hereafter referred to as the Customer-of-Record.

The Customer-of-Record must be authorized in a certificate of authority from the Commission in order to resell or share local service with its customers, hereafter referred to as clients.

The competitive service offering provided by a Customer-of-Record are those authorized under the laws relating to the Public Utility Commission of Oregon in OAR 860-32-005 and -010.

Network Access is available under Basic Exchange Access Services in Section 5. Directory Services are available per the terms and conditions in Section 6 in this tariff and the price list. Other supplemental services are available from the appropriate tariff or price list schedules.

The Customer-of-Record must subscribe to a sufficient number of trunks/lines to insure service standards as determined by the Company. If flat rate service is located on the same property as measured, the flat rate service must be physically arranged so it cannot be used to supplement any measured usage.

The Company will be responsible for the installation and maintenance of network facilities and the quality of transmission from the central office through the Company's side of the point of demarcation on the customer's premises. The Customer-of-Record is responsible for the quality of the telecommunications network on the customer's side of the point of demarcation. Placement of all facilities must comply with FCC Part 68 Rules and Regulations.

Advice No: #339

# SHARED TELECOMMICATIONS SERVICE (STS)

# 5.2 CONDITIONS (Cont'd)

The Customer-of-Record will provide the Company with a legal description of the resale/shared area it is to serve. The area to be served is limited to buildings and land in which there is an interest by virtue of ownership, lease, or management agreement. The Customer-of-Record has total responsibility for the administration, use of service, and management of the account.

The Company retains the right to serve occupants at any location where STS exists upon request from the occupants.

The Customer-of-Record, in reselling or sharing service with clients, is the party responsible for the following:

- A. Placing the application for service in its entirety. No orders will be accepted from clients of the Customer-of-Record.
- B. Protecting the security and confidentiality of client information to the Company to adequately secure the account (i.e., directory services, toll records).
- C. Placing any requests for additions, changes, rearrangements, discontinuance, or maintenance of the service.
- D. Paying all charges billed by the Company for use by the Customer-of-Record and the clients for network access, toll, measured usage, directory assistance, directory listing, etc.
- E. Allocating the clients' charges based on the monthly statement. The Company is not responsible for the allocation of charges for resale/shared services.
- F. Providing customer notification to all clients of proposed and/or approved tariff changes. Whenever notice to CenturyTel's customers is required, the Company will provide the proper notification to the Customer-of-Record.
- G. Providing intercept to reserved and disconnected station line numbers when subscribing to Direct Inward Dialing Service under the conditions found in Section 5 of the Company's Price List.

Advice No: #339

## **DIRECTORY SERVICE**

#### 6.1 CONDITIONS

#### A. General

- 1. Listings will be limited to such information as necessary for proper identification.
- 2. A listing normally consists of one line. When use of an abbreviation impairs clarity and identification, a second line may be used without additional charge.
- 3. The Company may refuse to insert any listing, which, in its judgment does not facilitate the use of the directory.
- 4. Business listing of individuals, firm, companies, corporations, association or concerns must be the names under which the subscribers are conducting business.
- 5. Titles are permitted in business or residence listing where required for the purpose of identification.
- 6. Business or residence listing, other than names of individuals, may be arranged under a caption when, in the judgment of the Company, the employment of the caption will facilitate the use of the directory.
- 7. A trade name may be used as a business listing when the business is conducted under that name.
- 8. A listing designed primarily to give publicity to a commodity or service is not acceptable.
- 9. Names which are commonly spelled in more than one way, or rearrangement of names, may be provided.

# B. Primary service listings.

- One listing, which will include the name and telephone number of the individual, organization, firm or corporation, will be furnished in the alpha section at no charge for each access line. Each PBX will receive one listing in the classified section, under the classification of the customer's choice. Street addresses are provided at the option of the customer.
- 2. One line dual primary residence listing will be provided for customers who share the same surname and reside at the same address, providing the surnames are the same, and for persons who are known by more than one given name at no additional charge.

Advice No: #339

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#### **DIRECTORY SERVICE**

## 6.1 CONDITIONS (Cont'd)

# C. Additional listings

- 1. Additional listings will consist of a name and the telephone number.
- 2. Business additional listings may be the names of:
  - a. another business conducted at the same address by the customer,
  - b. departments or branches of a business,
  - c. the owner or owners of a business, or
  - d. employees or officers of a firm.
- 3. When a customer of business service represents another individual, firm, corporation or association which does not physically occupy the same place of business with the customer, the customer may arrange for a listing under his telephone number for such an individual or firm at the additional listing rate.
- 4. Residence additional listings may be those of member of the customer's domestic establishment residing on the customer's premises.
- 5. Listing for individuals occupying rooms let for living quarters in hotels, rooming houses, apartment houses, automobile courts and mobile trailer courts on the premises at which the customer is furnished hotel or commercial private branch exchange service will be furnished at the additional listing rate.
- 6. Where business service is furnished in a residence additional listing may be furnished for the customer, and employee, or a member of the customer's domestic establishment.
- 7. A Customer-of-Record in provisioning Shared Telecommunications Service (Section 5) may list clients at the Additional Listing Rates.
- D. Lines information may be arranged for, in addition to an additional or alternate listing, for the purpose of facilitating the use of the service, at the additional listing rate.
- E. Alternate listings will include additional telephone numbers of the same or another customer to be called in the event there is not answer at the customer's station. In case the alternate listing telephone number is that of another customer; application or agreement for the listing may be required from both customers.
- F. A cross-reference listing is an additional listing which, instead of providing a telephone number, directs the user to refer to another listing.

Advice No: #339

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#### **DIRECTORY SERVICE**

# 6.1 CONDITIONS (Cont'd)

- G. Non-published or non-listed service
  - 1. Non-published service is an arrangement where a customer's listing is omitted from both the telephone directory and information listing.
  - 2. Non-listed service is an arrangement whereby a customer's number is omitted from the telephone directory but not from the information record.
  - 3. When non-published or non-listed service is to be furnished, the customer will be required to execute an agreement, which holds the Company harmless from any damages which might arise and which absolves the Company from any responsibility for the failure of the customer to receive calls because of the non-published or non-listed arrangement.
  - 4. The Company will take reasonable precautions not to publish the number in any of its publicly distributed directories and, except when required by law, will not disclose the number to any person other than representatives of law enforcement agencies, its own employees or representatives or those of other telephone companies, or to other customers who are billed for calls placed to or from non-published numbers.
  - 5. Customers to non-published or non-listed service may change from one to other without incurring an additional monthly charge.
  - 6. No charge will be made for non-published or non-listed numbers for customers having a listed number in the same exchange under the same listing.
  - 7. Non-published and non-listed service conditions pertain to Directory services only. The provision of these services does not restrict the transport of the customer's name and/or number under other sections of this tariff; for example, Caller ID Name and Number, or E9-1-1.
  - 8. No charge will apply for residence Non-published Telephone Number Service where the residential customer has obtained a restraining order from the court and has provided the Company with a signed affidavit indicating their inability to pay for a Non-published Telephone Number Service listing.
  - 9. The foreign listing rate applies to alpha listings in the local exchange directory for customers served by an exchange other than that in which the directory service is furnished.

Advice No: #339

Effective: March 1, 2015

#### **DIRECTORY SERVICE**

# 6.1 CONDITIONS (Cont'd)

- H. Where extra listings are provided in conjunction with initial or subsequent installations of exchange service facilities, the charges begin with the day on which charges for the associated service are effective. Where extra listings are provided other than in conjunction with exchange service facilities, the charges begin with the day following their entry in the information records. When extra listings are included in, or excluded from, the directory, the charge will continue until the end of the directory period unless the listed party or firm vacates the customer's premises or applies for service in his own name, or unless the customer's service is discontinued.
- I. All applications for services outlined in this section shall be made by the customer or authorized agent.
- J. The Company's liability arising from errors in or omissions of directory listings, alphabetical section or classified, shall be limited and satisfied by a refund not exceeding the amount of the charges for such if the customer's service is affected during the period covered by the directory in which the error or omission occurred.

RATES(1)

		<u>NRC</u>	Rate Per Month All Exchanges <u>Res. And Bus.</u>
D.	Non-Published	5.00	1.00
E.	Non-Listed Service	5.00	1.00

Advice No: #339

<sup>(1)</sup> Rates for additional listings are found in the CenturyTel of Oregon d/b/a CenturyLink Price List.

#### **PAYPHONE SERVICES**

## 7.1 DESCRIPTION

Payphone Services provide telephone service to customer-leased or owned payphones with or without coin collecting devices. Access to the local calling area is provided at a recurring monthly charge. Message Toll Telephone Service access is provided to place operator billed calls. Fraud protection services will be offered where available.

## **CONDITIONS**

- A. Payphone Service is provided at the option of the customer.
- B. Payphone Services do not include a directory listing.
- C. Installation, move and change charges will be those applicable to business services.
- D. The telephone number provided by the Company will be displayed on the telephone instrument at all times.
- E. Requests to Directory Assistance Service originated from Payphones will be billed at the applicable rate of the Directory Assistance Carrier.
- F. Payphone Services will have the same repair service that is available to simple business service.
- G. The customer shall be responsible for the installation, operation and maintenance of any customer-provided payphones used in connection with this service.
- H. All payphones shall provide dial tone first to assure emergency access without the use of a coin.
- I. The payphone instrument must allow coin-free operator access and emergency 911 access in any exchange where 911 service is available. Where 911 service is not available, detailed instructions for completing coin-free emergency calls must be posted prominently on the payphone instrument.
- J. The information labeling on the instrument should clearly advise the user as to the method of payment required and also must state if the coins will be returned if the called party does not answer.
- K. The payphone instrument must be registered under part 68 of the F.C.C. Rules and Regulations, or be connected behind a protective coupler registered under part 68 of the F.C.C. Rules and Regulations.

Advice No: #339

Issued: January 14, 2015
Issued by: CenturyLink

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## **PAYPHONE SERVICES**

# 7.1 CONDITIONS (Cont'd)

- L. The instrument must comply with the requirements of the Telecommunications for the Disabled Act of 1982 (access to handicapped and hearing aid compatible).
- M. The payphone instrument must be connected to the company's network in compliance with the current National Electric Code and National Electric Safety Code.
- N. Only one payphone instrument may be connected to a given Payphone Access Line.
- O. Payment of Payphone Service, toll message service, operator assistance, special tariff charges, or other types of chargeable calls shall be the responsibility of the subscriber to Payphone Service.
- P. The Company may require, as a condition of connection, a security deposit to ensure payment.
- Q. Minimum charges for Payphone Service shall apply when the entire service is discontinued within one calendar month of the service establishment date. The minimum charge will consist of one month's service and feature rates and the nonrecurring charges.
- R. The customer will be held responsible for loss of or damage to payphone facilities furnished by the Company, regardless of if the damage is caused directly by the subscriber or the public.
- S. Each payphone shall carry an information label which identifies the owner and the person to call for reporting problems; the price of a call within the local calling area; and, any toll or local calling restrictions such as minutes of use per coin inserted.
- T. The customer is responsible for the provision of booths, shelves, directories and all other ancillary equipment.
- U. The customer shall be responsible for the payment of a Time and Material Charge for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided equipment.

Advice No: #339

Usage

See Section 6, Price List

#### **PAYPHONE SERVICES**

# 7.1 CONDITIONS (Cont'd)

V. When any customer-provided equipment is used with telecommunications services in violation of any of the provisions of this price list, the Company will take such immediate action as necessary for the protection of the telecommunications network, Company employees, and the public; and, will promptly notify the customer of the violation. The customer shall discontinue such use of the equipment or correct the violation and shall confirm in writing to the Company within five (5) days following the receipt of the written notice from the Company, that such use has ceased or that the violation has been corrected.

Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above, shall result in suspension of the customer's service until such time as the customer complies with the provisions of this price list.

- W. The outgoing local message charge applies only to local calls from Public Interest Payphones that are maintained and owned by the Company.
- X. All applicable toll and extended area service charges apply to calls from Payphones.
- Y. Fraud protection provides a signal to the telephone operator that the caller is using a payphone. It will not allow collect and third number calls to be billed to the payphone line and restricts operator assisted toll calls to collect, bill to third party and calling card calls.
- Z. Central Office Payphone Supervision provides the functionality to recognize coin deposits and return coins to the Payphone user.

Monthly

		Rates	<u>Charges</u>
A.	Payphone Access Line	See Section 5, Price List	
B.	Central Office Payphone Supervision	\$2.75	
		<u>Noni</u>	ecurring Charge
C.	Fraud Protection		\$10.00

\* The FCC Multiline Subscriber Line Charge will apply for all Payphone Access Lines.

Advice No: #339

D.

**Operator Service Charges** 

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7.1

RATES\*

# CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND COMMUNCIATIONS SYSTEMS

## 8.1 CONDITIONS

#### A. General Provisions

- Customer-provided terminal equipment and communications systems may be connected with the facilities furnished by the Company for use with individual line service in compliance with Part 68 of the F.C.C. Rules. The customer shall notify the Company what equipment is to be attached, and to which line. Notification shall also be given when such equipment is disconnected.
- Where telephone service is used in connection with customer-provided terminal equipment or communications systems, the operating characteristics of such equipment or systems shall be such as not to interfere with any of the service offerings by the Company. Satisfactory performance of the telephone network requires continuing functional compatibility of the network control signals and the switching equipment involved.
- 3. Such use is subject to the further provisions that the customer-provided equipment or systems do not endanger the safety of Company employees or the public; damage, require change in or alteration of, the equipment or other facilities of the company; interfere with the proper functioning of such equipment or facilities, impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.
- 4. Upon notice from the Company that the customer-provided equipment or system is causing or is likely to cause such hazard or interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. Customers shall be notified in advance wherever possible of their responsibility for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities.
- 5. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Telephone service is not represented as adapted to the use of customer-provided equipment. Where such equipment is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for telephone service and to the maintenance and operation of such facilities. The Company shall not be responsible for the through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission or the reception of signals by customer-provided equipment.

Advice No: #339

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# CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND COMMUNCIATIONS SYSTEMS

# 8.1 CONDITIONS (Cont'd)

# A. General Provisions (Cont'd)

- 6. The Company shall not be responsible to the customer or otherwise if changes in the criteria contained in these conditions or in any of the facilities, operations, or procedures of the Company render any customer-provided equipment or facilities obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The customer will be given advance notice of significant changes to enable conformance of customers' equipment to the revised service.
- 7. Where any customer-provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such mediate action as necessary for the protection of the network and will promptly notify the customer of the violation.
- 8. The customer will be charged for visits by Company employees to the customer's premises where a service difficulty or trouble report results from customer-provided equipment.

## B. Customer Premises Inside Wiring (CPIW)

- Customer premises inside wiring (CPIW) is telephone wiring located on the customer's
  premises beginning at the point of connection of premises wiring to the Company's
  facilitates and terminating at the point of connection of terminal equipment. CPIW may
  be installed by either the Company or the customer. When inside wire is installed by
  the Company, it will be provided on a non-regulated time and material basis.
- 2. The connection to Company facilities will be at a network interface provided by the company. Terminal equipment will be connected to the inside wire at each location of use via a customer-provided modular jack or similar device. FCC registration/approved equipment must be used.
- 3. Work of CPIW may be performed by the customer, a technician designated by the customer, or the Company on a time and material basis at the customer's request.
- 4. It is necessary for the Company to make a service call to clear a line having a fault in CPIW, a visit charge will apply. The Company will notify the customer of the problem and discuss charge(s) before the service person is dispatched.

Advice No: #339

# CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND COMMUNCIATIONS SYSTEMS

# 8.1 CONDITIONS (Cont'd)

# C. Liability

- The liability of the Company for damages arising out or mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate rate to the customer for the period 3of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.
- When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.
- 3. The Company is not liable for any unavoidable damage to the customer's premises, resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.

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Advice No: #339

## SPECIAL EQUIPMENT AND ARRANGEMENTS

8.2 For special services and arrangements requested by a customer, for which provision is not otherwise made, the appropriate monthly rates, installation charges and basic termination charges equivalent to the total cost of furnishing such equipment or arrangements apply.

Total cost will be based on the following items to the extent that they are applicable:

- A. Cost of maintenance.
- B. Cost of operation.
- C. Depreciation on the installed cost of any facilities provided, based on the useful service life of the facilities with an appropriate allowance for net salvage.
- D. Administration, taxes and uncorrectable revenue on the basis of reasonable average charge for these items.
- E. Any other specific items of expense associated with the particular situation.
- F. A reasonable amount based on the installed cost of any facilities provided, for return.
- . Installed cost in c. and f. above includes cost of equipment and materials specifically provided used plus the cost of installing including or used plus the cost of installing including engineering, labor, supervision, transportation, right-of-way and any other items which are chargeable to the capital account.

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Advice No: #339

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

#### 9.1 DEFINITIONS

9-1-1 - 9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

9-1-1 Service - 9-1-1 Service enables a caller dialing 9-1-1 from a station with access to the local exchange telephone network, arranged to provide 9-1-1 service, to be automatically connected to a Public Safety Answering Point (PSAP).

9-1-1 Service Line - A facility connecting a PSAP to its serving Central Office.

Alternate Routing (AR) - A method by which 9-1-1 calls are routed to a designated alternate location if all 9-1-1 lines to the primary PSAP are busy, or the primary PSAP is closed for a period of time.

Automatic Location Identification (ALI) Subscriber Line Data - The telephone number, the address for the telephone line, and supplementary information for the development of the ALI Record.

Automatic Location Identification (ALI) Subscriber Line Data Receipt - The acceptance, creation, and processing of Subscriber Line Data from other entities.

Automatic Location Identification (ALI) Record - The telephone number, the address for the telephone line, and supplementary information including ESNs for display at the PSAP.

Automatic Location Storage/Retrieval - Equipment and software used to store and retrieve ALI Records.

Automatic Number Identification (ANI) - The feature by which the calling station's telephone number is forwarded to the E9-1-1 Service Provider's customer premise equipment for display.

Code Recognition - Enables a central office to accept E9-1-1 calls and direct them to a E9-1-1 transport facility.

Customer - Governmental unit or other entity authorized to provide E9-1-1 Service.

Advice No: #339

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

# 9.1 DEFINITIONS (Cont'd)

Default Routing (DR) - A feature activated when an incoming E9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E9-1-1 control Office to a default PSAP designated by the E9-1-1 Jurisdiction.

Diverse Routing - A method of deploying end office facilities using separate systems to provide E9-1-1 Service in case of facility or central office equipment failure.

Division - The Emergency Management Division of the Executive Department, State of Oregon.

Emergency Service Numbers (ESNs) - Numbers used to identify primary and secondary PSAP locations as well as unique combinations of police, fire, ambulance or any other appropriate agencies responsible for providing emergency service in the E9-1-1 Service Area. ESNs are programmed into the Automatic Location Identification Record.

End Office - A central office which receives originating E9-1-1 calls.

E9-1-1 Control Office - A central office which provides tandem switching of E9-1-1 calls. It controls switching of Automatic Number Identification (ANI) Information to the Public Safety Answering Point (PSAP) and also provides the Selective Routing (SR) feature and certain maintenance functions for each PSAP.

E9-1-1 Service Area - The geographic area in which the E9-1-1 jurisdiction will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

E9-1-1 Jurisdiction - A municipality, state or local governmental unit, or an authorized agent of one or more of these units to whom the State Emergency Telephone System Plan has lawfully delegated authority. The E9-1-1 Jurisdiction must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to emergency calls from the public within the Company's central office areas where E9-1-1 Service is provided.

E9-1-1 Transport - A circuit between central offices for the provision of E9-1-1 service.

Advice No: #339

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

# 9.1 DEFINITIONS (Cont'd)

Master Street Address Guide (MSAG) - A perpetual database defining the geographic area of a E9-1-1 service, such as by alphabetical list of the street names, high-low house number ranges, community names, PSAP identification codes, and Emergency Service Numbers (ESNs).

Meet Point - A predetermined point in the provision of a circuit, between two or more operating companies, i.e. where the Company provides a portion of the facilities to a point and another telephone company continues in order to provide end-to-end service to a customer.

Public Safety Answering Point (PSAP) - An answering location for E9-1-1 calls originating in a given area. PSAPs are designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs receive calls directly from the public; secondary PSAPs receive calls only on a transfer or relay basis from the primary PSAP. Secondary PSAPs generally serve as centralized answering locations for a particular type of emergency call. PSAPs are staffed by employees of service agencies, such as police, fire, or emergency medical or by employees of a common bureau serving a group of such entities.

Selective Routing (SR) - Routing of a E9-1-1 call to a designated PSAP based upon the location stored in the ALI Record.

Serving Central Office - The central office from which a PSAP, either primary or secondary, is served.

Advice No: #339

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

## 9.1 CONDITIONS

- A. This Service is limited to the use of 9-1-1 as the universal emergency telephone number. Only one E9-1-1 service will be provided within any E9-1-1 Jurisdiction.
- B. The public and private safety agencies shall maintain both a separate seven-digit secondary emergency number for use by the telephone company operator and a separate seven-digit nonemergency number.
- C. Intercept service for any seven-digit emergency number(s) replaced by E9-1-1 will be provided for a period of time as negotiated between the Company and E9-1-1 Jurisdiction; however, in no case shall intercept service be provided for more than one year or beyond the next directory issuance, whichever is longer.
- D. E9-1-1 service is furnished to the E9-1-1 Jurisdiction only for the purpose of receiving calls of a public safety nature from the public.
- E. 9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed to the end user by the Company. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge.
- F. The Company does not answer and forward E9-1-1 calls, but furnishes the use of its facilities to enable the E9-1-1 Jurisdiction's personnel to respond to such calls.
- G. Central office identification may be provided in lieu of Automatic Number Identification/Automatic Location Identification on calls placed from four-party or eight-party lines.
- H. The Company shall not be required to provide E9-1-1 service to less than an entire central office serving area.

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OR15-01(CT)

OR PUC No. 6 Section 9
Original Page 5

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

# 9.1 CONDITIONS (Cont'd)

- I. The Company will not prorate any billing among agencies of the same governmental jointly subscribing to E9-1-1 Service.
- J. All nonregulated telecommunications service providers (e.g., Private Branch Exchange (PBX), Shared Tenant Service, etc.) in an E9-1-1 Service area should provide current lists of their subscriber's names, addresses, and telephone numbers in standard format to the customer for inclusion in the E9-1-1 database. The Company assumes no responsibility for collecting or formatting these lists.
- K. Charges for customer-initiated changes and rearrangements affecting service address and ALI database records (e.g., street name and number changes, emergency services territorial or name change, jurisdictional boundary changes and rearrangements, etc) other than those processed in normal daily updates will be based upon the actual costs for such changes and rearrangements. A cost estimate will be given to the customer prior to such work, if requested. In such cases a valid comparative listing of changes must be supplied providing direct and individual reference to existing designations, and must have prior approval of the Division.
- L. Application for E9-1-1 service must be executed in writing by each E9-1-1 Service Provider and must include a plan which has been approved by the Division. If application for service is made by an agent, the Company must be provided, in writing, with satisfactory proof of appointment of the agent by the E9-1-1 Jurisdiction and it must be consistent with the State approved plan and Oregon Administrative Rules.
- M. The rate charged for E9-1-1 Transport Service includes normal network monitoring of facilities to discover errors, defects, and malfunctions in the network but does not include any additional monitoring. If available, at the request of the E9-1-1 jurisdiction, the Company will provide additional inspection and monitoring of facilities for an additional charge. The E9-1-1 Jurisdiction shall promptly notify the Company in the event the system is not functioning properly.

Effective: March 1, 2015

Advice No: #339

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

# 9.1 CONDITIONS (Cont'd)

- N. Where facilities permit, the E9-1-1 Jurisdiction can request diversification and redundancy of any or all interoffice and/or local facility routes. Additional charges for such service utilizing the facilities, or the construction and provisioning thereof, will be the responsibility of the E9-1-1 Jurisdiction and will be assessed on an individual case basis.
- O. The Company's entire liability to any person for interruption or failure of E9-1-1 service shall be limited to the terms set forth in this section, other sections of this tariff, or as delineated in ORS 401.715. This 9-1-1 Service is offered solely to assist the E9-1-1 Jurisdiction in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public and private safety agencies.
- P. The Company asserts all limitations of liability set forth in ORS 401.715.
- Q. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems, such as PBXs or shared tenant services, unless provided to the Company by a customer. At the rates set forth herein, the Company will integrate any records provided to it by the customer in a Company standard format for inclusion in a E9-1-1 database. However, by doing so the Company makes no representation or warranty regarding the accuracy of the data provided to it by a customer and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by the customer, which may be asserted by any person, business, government agency, or other entity against the Company.
- R. The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of E9-1-1 service when there is a failure of or interruption in E9-1-1 service due to the attachment of any equipment by a customer to Company facilities.
- S. The Company shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E9-1-1 Service to any subscriber to a nonregulated telephone service (e.g., shared tenant service). It is not the obligation of the Company to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle 9-1-1 telephone calls. Neither the E9-1-1 Jurisdiction nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the E9-1-1 Jurisdiction's service area, or for calls originating from mobile/cellular telephones.
- T. The Company shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of customer provided facilities or equipment.

Effective: March 1, 2015

Advice No: #339

OR PUC No. 6 Section 9
Original Page 7

# **ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E9-1-1)**

# 9.1 RATES AND CHARGES

A. Rates and Charges

rvate	es and Gharges	Monthly <u>Rate</u>	Nonrecurring Charge
1.	911 Code Recognition (per office)	\$5.00	*
2.	Automatic Number Identification, per trunk	5.22	*
3.	ALI Subscriber Line Data per 100 records	31.09	\$51.14
4.	E911 Transport, each trunk	Special Transport Charges found in Oregon P.U.C. AC4 *	56.00 *

The rates for any services or features not listed in the above price list will be determined on an Individual Case Basis.

Effective: March 1, 2015

Advice No: #339

<sup>\*</sup> Normally, a non-recurring charge will not apply to these rate elements. If special provisioning for these services is required, non recurring charges could apply on an individual case basis.

<sup>\*\*</sup> The rate for special transport in OPUC AC4 is \$30.00 per trunk, plus \$1.00 per mile per trunk. The rate (s) are subject to change.

OR PUC No. 6 Section 9
Original Page 8

# **EMERGENCY LINE SERVICE**

## 9.2 EMERGENCY LINE SERVICE

#### A. Conditions

Emergency Line is available to residential customers in all exchanges within the Company where technically available.

With this service the Subscriber gets an Emergency Line that provides a residential one-party access line with certain limitations. The line will be toll blocked and will not have a directory listing. The line will allow outgoing E911 and 711 abbreviated dialing only with unlimited incoming calls. In addition, during a 180-day introductory period, all applicable nonrecurring charges will be waived.

Effective: March 1, 2015

B. Residential Monthly Rate, per line \$7.17

Advice No: #339

### **TOLL RESTRICTION SERVICE**

### 10.1 CONDITIONS

- A. Toll Restriction Service prevents access to the toll network and to 900 service. In addition, Local Directory Assistance calls are not available. When customers dial restricted calls from a restricted line, the calls will be diverted to a Company-provided intercept announcement indicating that the line is toll restricted.
- B. Selective toll restriction to individual 900 type services (e.g., 960, 900 and 976) is not permitted. (See Section 5 in the Price List for Selective Blocking Service).
- C. Access to Local Exchange Access Service, 911 Service, 800 and 888 type toll services are not denied in conjunction with Toll Restriction Service.
- D, Toll Restriction Service is offered only in those central offices capable of providing the service and where facilities and operating conditions permit.
- E. Toll Restriction Service is available only on local one-party residence and business lines.
- F. Toll Restriction is not foolproof. It is designed to prevent certain types of toll calls. Toll Restriction Service does not prevent toll charges, which may have been incurred, from being billed to the customer. The provision of Toll Restriction Service does not alleviate the customer's responsibility for payment of completed toll calls.
- G. No non-recurring charge or recurring monthly rate applies when Toll Restriction Service is established at the option of the Company. If the Service is provided for any other reason, the rates and charges set forth in B. following apply. There is no separate charge for the removal of Toll Restriction Service.
- H. The rates and charges for Toll Restriction Service are in addition to all other rates and charges for the class, type and grade of service furnished.

Advice No: #339

Section 10 Original Page 2

### **TOLL RESTRICTION SERVICE**

# 10.1 CONDITIONS (Cont'd)

- I. When Toll Restriction Service is furnished, the customer will be cautioned about its limitations and may be required to execute an agreement which holds the Company harmless from any damages which might arise and which absolves the Company from any responsibility for the failure of the customer to place calls because of the Toll Restriction Service.
- J. Toll Restriction is offered as Option 1 or Option 2. Option 1 blocks 1+, 0+, and 0- Calling. Option 2 blocks 1+ Calling. Both options allow access to local calling, 911, 1+800, 1+888, and 950 Calling.
- K. Toll Restriction Service will be placed on the customer's lines within three business days after an order has been accepted by the Company and a signed release has been received from the customer.

## **RATES**

	Nonrecurring <u>Charge</u>	Service <u>Code</u>	Monthly <u>Rate</u>
Toll Restriction Service,			
each individual line equipped			
Option 1	*	TRS	\$2.00
Option 2	*	TRS40	2.00

Advice No: #339

<sup>\*</sup> A Nonrecurring Charge set forth in Section 3 for other network access line work applies.

### **VOICE MAIL SERVICE PROVIDERS**

## 10.2 TWO-WAY VOICE MAIL INTERCONNECTION SERVICE

## A. General

- Two-Way Voice Mail Interconnection Service is a 1.544 Mbps digital connection between a local central office and the Customer's Voice mail platform point of presence.
- 2. The service includes one block of 20 DID numbers; additional blocks of DIDs can be purchased under rates located in Section 5 of the Price List.
- Two-Way Voice Mail Interconnection Service enables the connection of a Customer's voice mail platform(s) to the central office associated with the voice mail platform's point of presence, and is intended solely for the purpose of voice mail subscriber access to the voice mail platform.

### B Definitions

#### 2B1Q

An encoding method in which two binary bits are encoded into one quaternary signal, doubling the effectiveness of transmission.

#### Customer

For this section only, "customer" is defined as a Voice Mail provider subscribing to Company's service in conjunction with the provision of a voice messaging service to end users.

### Subscriber

For this section only, "subscriber" is defined as an end user subscribing to a voice messaging service from a Voice Mail provider.

## C. Regulations

- Two-Way Voice Mail Interconnection Service is available, where facilities permit, under a term commitment of one year, two years, three years or five years. The Company may deny a request for this service due to other operational priorities or the nature of the request.
- 2. Two-Way Voice Mail Interconnection Service is offered only on a flat-rate basis. Usage charges do not apply.
- 3. Service is offered on an intrastate/intraLATA basis. Two-Way Voice Mail Interconnection Service includes a channelized DS1 which, dependent upon central office capability will consist of either twenty-three 64kbps communications channels, and one 64kbps 2B1Q signaling channel or 24 communications channels.

Advice No: #339

### **VOICE MAIL SERVICE PROVIDERS**

## 10.2 TWO-WAY VOICE MAIL INTERCONNECTION SERVICE

# C. Regulations (Cont'd)

- 4. The service is provisioned solely for the purposes of access by a voice mail subscriber to the Customer's voice mail service.
- 5. Customers must subscribe to the appropriate number of Two-Way Voice Mail Interconnection Trunks to provide access for voice mail subscribers.
- 6. Temporary suspension of service at the customer's request (vacation service) is not available for Two-Way Voice Mail Interconnection Service.

# D. Application of Rates and Charges

- The rate includes a channelized 1.544 Mbps facility which originates at a designated local central office and terminates at the point of presence for the voice mail platform, which, dependent upon central office capability will consist of either twenty-three (23) communications channel and one 64kbps 2B1Q signaling channel or twenty-four (24) communications channels.
- 2. If Two-Way Voice Mail Interconnection Service originates in a central office other than where the voice mail point of presence is located, the Interexchange Private Line mileage rates will apply.
- 3. Company-initiated rate increases will be automatically applied if a customer does not subscribe to this service under a term commitment period. The monthly rate in effect for the term commitment period selected by the customer is not subject to Company initiated rate increases during the term commitment period. Upon expiration of the customer's term commitment period, the customer must select a new term commitment period at the then applicable tariffed rates. If the customer does not select a new term commitment period, the customer will be charged at the then prevailing monthly rate.

Advice No: #339

## **VOICE MAIL SERVICE PROVIDERS**

# 10.2 TWO-WAY VOICE MAIL INTERCONNECTION SERVICE

# E. Rates and Charges

Service Connection Charges as specified in Section 2 of this tariff apply, in addition to the following rates.

	Per Trunk				
Term Commitment Period	Monthly Rate	Nonrecurring Charge			
One Year	\$350.00	0.00			
Two Years	325.00	0.00			
Three Years	275.00	0.00			
Five Years	250.00	0.00			

## F. EARLY TERMINATION LIABILITY

If a Customer under a term commitment disconnects all or a portion of the Two-Way Voice Mail Interconnection Service prior to the expiration of a Term Commitment Period, a Termination Liability Charge will apply to those services which are disconnected. The Termination Liability Charge will be a one-time charge equal to the sum of 50% of the total charges applicable for the remainder of the Term Commitment Period. If Special Construction charges were applied to the service being terminated, any termination charges associated with Special Construction will also apply.

Advice No: #339

## **GRANDFATHERED SERVICES**

### 17.1 GENERAL

Discontinued services listed in this Section are services which no longer available to new customers but are provided to existing customers under conditions as specified for each service.

## **CONDITIONS**

- A. Discontinued services are furnished subject to all rules and regulations of this Tariff.
- B. The Company will continue to provide and maintain any equipment or service only as long as replacement parts are available from embedded inventory.
- C. The only remaining discontinued service in this Section is for Foreign Exchange Service for residential customers.

# 17.2 FOREIGN EXCHANGE SERVICE

A. Foreign Exchange Service is limited to existing residential customers until they disconnect the service. No supersedure of existing service will be permitted.

Advice No: #339

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

(Schedule I - CenturyTel of Oregon Service Area)

A. Contiguous Exchanges (Other than Stafford service in Charbonneau and Aurora)

The monthly rate for this service will be the sum of items b. and c.:

1	1 0001	Charge
1.	LUCAI	Charue

			Service <u>Code</u>	Rate Per Month
	a.	Residence one-party line, each		
		<ul><li>(1) Inter-office</li><li>(2) Cross Boundary</li></ul>	LCR1 LCR1F	\$6.50 5.00
2.	Fore	ign Exchange Mileage		
	a.	That portion within the local exchange of the airline distance (V and H mileage) between the rate centers of the local and serving exchanges, per mile	MGF	4.00
	b.	Airline distance from the primary station to the point of connection on the common boundary of the local and serving exchanges per 1/4 mile	MGF1F	2.50
3.	Subi	urban Mileage, if applicable	Refer to Section 17	

Effective: March 1, 2015

Advice No: #339

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

(Schedule I - CenturyTel of Oregon Service Area)

- B. Contiguous Exchanges Charbonneau and Aurora Exchanges with Foreign Exchange Service from Stafford.
  - 1. The monthly rate for this service will be the sum of items (1) and (2)
    - a. Each line or off-premises extension including mileage if applicable.

The rate of the serving exchange

b. Foreign Exchange Access Charge

This charge includes all facilities in the local exchange necessary for Foreign Exchange Service.

Service Rate Per <u>Code</u> <u>Month</u>

(1) Residence one-party line, each

LCRW

\$25.00

Effective: March 1, 2015

Advice No: #339

## 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area

The rates specified for Schedule II apply in the Northwestern Telephone Systems, Inc. serving area for Foreign Exchange Service between exchanges of the Company and other connecting companies.

- C. Intra-Company Foreign Exchange Service (Between Exchanges of the Company)
  - 1. The monthly rate for Suburban Residential Exchange Service in contiguous Company exchanges will be the sum of items (1) and (2)
    - a. The monthly rate for local service in the Foreign (serving) Exchange for suburban residential service.

b.	Mileage in the local exchange measured	Service	Rate Per
	airline distance from the customer's	<u>Code</u>	<b>Month</b>
	primary station to the nearest point on		
	the common boundary of the local and		
	Foreign Exchange areas:	MGF6	\$1.00

Per 1/4 mile or fraction thereof

- 2. The monthly charge for One-Party, or One-Party Extension Station Service will be the sum of items (1), (2) and (3).
  - Mileage in the local exchange measured airline miles from the location of the primary station to the nearest point on the common boundary of the local and Foreign Exchanges.
    - (1) Residence Service
      Per 1/4 mile or fraction thereof MGF5 2.50

Advice No: #339

Section 17 Original Page 5

### **GRANDFATHERED SERVICES**

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area (Cont'd)

- C. Intra-Company Foreign Exchange Service (Cont'd)
  - 2. The monthly charge ... (Cont'd)

Service	Rate Per
<u>Code</u>	<u>Month</u>

- b. The monthly rate of the Foreign (serving) exchange for the class, grade or type of service provided. (Not less than one-party service).
- c. Suburban mileage in the Foreign (serving) Exchange from the point on the common boundary measured airline distance to the nearest point of the base rate area of the serving exchange.

Per 1/4 mile or fraction thereof MGF6 \$1.00

D. Inter-Company Contiguous Exchanges

 Local Contiguous Exchanges - Customers in an exchange area of the Company receiving service from a contiguous exchange area of another company; the monthly charge will be the rate of the foreign (serving) exchange for the class and grade of service provided, plus the monthly charges indicated below for service in the local exchange area:

Advice No: #339

Section 17 Original Page 6

Effective: March 1, 2015

# **GRANDFATHERED SERVICES**

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area (Cont'd)

- D. Inter-Company Contiguous Exchanges
  - 1. Local Contiguous Exchanges Customers in an exchange area ... (Cont'd)

		Service <u>Code</u>	Rate Per <u>Month</u>
a.	One-Party or One-Party Extension Service	LCR1	\$36.00
b.	Mileage in the local exchange measured airline distance from the customer's station to the nearest point on the common boundary of the local and foreign exchange.		
	First 1/2 mile or fraction thereof	MGF1	3.75
	Each additional 1/4 mile or fraction Thereof	MGFA	1.75

Advice No: #339

### **GRANDFATHERED SERVICES**

## 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area (Cont'd)

- D. Inter-Company Contiguous Exchanges (Cont'd)
  - 1. Local Contiguous Exchanges Customers in an exchange area ... (Cont'd)
    - c. Foreign (Serving) Contiguous Exchange Service Customers in an exchange area (local exchange area) of another company receiving service from a contiguous exchange area of this Company; the monthly charge will be the rate for service in the local exchange plus the monthly charges indicated below for service in the foreign (serving) exchange of this Company.
    - d. Suburban mileage in the foreign (serving) exchange measured airline distance from the point on the common boundary mentioned under Mileage in Local Exchange preceding to the nearest point on the base rate area of the foreign the base rate area of the foreign (serving) exchange.

	Service	Rate Per
	<u>Code</u>	<u>Month</u>
First 1/2 mile or fraction thereof	MGS6	\$3.75
Each Additional 1/4 mile or fraction		
thereof	MGFA	1.75

Advice No: #339

Section 17 Original Page 8

### **GRANDFATHERED SERVICES**

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area (Cont'd)

E. Local Non-Contiguous Foreign Exchange Service

Service Rate Per Code Month

1. Suburban mileage in the local exchange (if applicable), measured airline distance from airline distance from the foreign exchange station to the nearest point on the base rate area boundary:

Each 1/2 mile or fraction thereof MGS5 \$2.50

 Interexchange mileage; the V and H mileage between rate centers of the local and foreign serving) exchanges, as determined for message toll telephone service Each mile or fraction thereof

- F. Suburban Residential, Contiguous Exchange Service
  - 1. The charges for customers in an exchange area of the Company receiving suburban residential Foreign Exchange Service from a contiguous exchange of another company will be the sum of (1) and (2).
    - a. The monthly rate in the foreign (serving) exchange for suburban residential service.

Advice No: #339

## 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule II - Rose Valley Telephone Company Service Area (Cont'd)

- F. Suburban Residential, Contiguous Exchange Service (Cont'd)
  - 1. The charges for customers in an exchange area (Cont'd)

Service Rate Per Code Month

b. Mileage in the local exchange measured airline miles from the customer's primary station location to the nearest location to the nearest point on the point on the primary boundary of the local and foreign exchange areas:

Each 1/4 mile or fraction thereof

MGFS \$1.50

- (1) The charge for each customer receiving suburban residential foreign exchange service from this Company in a contiguous exchange of another company will be the sum of (a) and (b).
  - (a) The monthly rate for suburban residential local service the exchange from which the service is provided.
  - (b) Mileage or other charges in the local exchange of the other Company.

Advice No: #339

# **GRANDFATHERED SERVICES**

# 17.2 FOREIGN EXCHANGE SERVICE (Cont'd)

Schedule III - Applicable to the TU Eastern Oregon Service Area

G. Contiguous and Non-Contiguous Exchanges - The rate for each foreign exchange line or offpremises extension will be the sum of the applicable rates in items a, b, c,

			Service <u>Code</u>	Rate Per <u>Month</u>
1.	Loca	l Charge		
	a.	Residence one-party	LCR1	\$10.00
2.	Fore	ign Exchange Mileage		
	a.	Contiguous exchanges - the airline distance from the customer's station location to the nearest point on the common boundary of the local and foreign exchanges.		
		(1) First 1/2 mile or fraction thereof	MGF1	3.00
dule l	V - Ap	plicable to the Rose Valley Service Area		

Sched

H. Contiguous and non-Contiguous Exchanges

		Service <u>Code</u>	Rate Per <u>Month</u>
1.	Suburban mileage, if applicable - non-contiguous exchanges		
	Each 1/4 mile or fraction thereof	MGS5	\$1.00

Advice No: #339

## 17.3 FOREIGN EXCHANGE SERVICE (Cont'd)

#### Conditions

- 1. Foreign Exchange Service is service furnished from an exchange other than the one from which is would normally be furnished. The local exchange (local company) is the exchange in which the customer is located. The foreign exchange (serving company) is the exchange from which service is furnished.
- 2. Foreign Exchange Service will be provided on the basis of an office-to-office routing of interexchange facilities. Across boundary routing of the facilities will be provided on a temporary, emergency basis only where local exchange facilities are available. The foreign exchange service, if still desired, must be re-routed office-to-office.
- 3. The rate for foreign exchange off-premises extension applies when the primary service is located in the foreign exchange and the off-premises extension is located in the local exchange.
- 4. The rates applicable for toll service will be those of the foreign exchange.
- 5. Rates for directory service and similar services, will be those applicable under the Tariff of the local exchange. Other exchange services will be at the rates of the foreign exchange company.
- 6. Terminal loops may be installed outside the building in which the primary station is located, but only on the same continuous property. Where applicable, terminal loop rates will apply as covered in Section 4 of the CenturyTel of Oregon Price List.
- 7. The installation charge for Foreign Exchange Service will be that of the local and foreign exchange for the same class and grade of service.
- 8. Residence Foreign Exchange Service is furnished for the use of the customer and members of his household only.
- 9. Joint user service cannot be used in conjunction with Foreign Exchange Service.
- 10. Foreign exchange paystation service is not authorized.
- 11. Foreign Exchange Service is not permitted between exchanges which are in the same extended area service (EAS) toll-free calling area.
- 12. Customer billing for Foreign Exchange Service will be done in accordance with the practices and procedures as established by the Company.

Advice No: #339

CenturyTel of Oregon and CenturyTel of	Eastern Or	egon:				
Movement of tariffed services to price li	sts					
Tariff Location			Price	List Location	on	
Type of Service	Schedule	Sheet(s)	Book	Section	Page(s)	Notes
Definitions	N/A	1 to 28	Price List	N/A	-	Definitions will remain in Tariff, moved to Section 1
Rules and Regulations	N/A	1 to 42	Price List	N/A	1	Regulations will remain in Tariff, moved to Section 2, language added to Price List referring to Tariff
Basic Exchange Access Service	1	1.1 to 1.12	Price List	5		Tariff and Price List, Section 5. Rate increases are included. EAS includes rate decreases.
Non-Recurring Charges	2	2.1 to 2.7	Price List	N/A		Tariff and Price List, Section 3
Centrex Service	3	3.1 to 3.22	Price List	9		Moved Service from Tariff to Price List
Switched Data Services	4	4.1 to 4.2	Price List	15		Moved Service from Tariff to Price List
Integrated Services Digital Network (ISDN)	5	5.1 to 5.24	Price List	14	1-29	Moved Service from Tariff to Price List
Digital Trunk Service - Channel Service (DTS-CS)	6	6.1 to 6.9	Price List	15	3-9	Moved Service from Tariff to Price List
Payphone Services	7	7.1 to 7.5	Price List	N/A	-	Will remain in Tariff
Custom Calling II	8	8.1 to 8.8	Price List	5	11-17	Moved Service from Tariff to Price List except Call Trace. Rate increases are included.
Combination Main Telephone Service	9	9.1	Price List	N/A	-	Will remain in Tariff, moved to Section 5
Joint User Service	10	10.1 to 10.2	Price List	5	4	Moved Service from Tariff to Price List
Enhanced Universal Emergency Number						
Service (E9-1-1)	11	11.1 to 11.9	Price List	N/A	-	Service will remain in Tariff, moved to Section 9
Local Operator Service Charges	12	12.1 to 12.3	Price List	6	5-7	Moved Service from Tariff to Price List
Line Extension Service	13	13.1 to 13.2	Price List	4		Moved Service from Tariff to Price List
Special Construction	14	14.1 to 14.3	Price List	4		Moved Service from Tariff to Price List except Natural Disasters
Directory Service	15	15.1 to 15.6	Price List	6		Moved Section from Tariff to Price List except Non-List and Non-Published Listings. Rate increases are included for additional listings.
Directory Assistance Service	16	16.1 to 16.4	Price List	6		Moved Service from Tariff to Price List. Rate increases are included.
Billed Number Screening (BNS)	17	17.1	Price List	10		Moved Service from Tariff to Price List
Selective Blocking Service	18	18.1 to 18.2	Price List	5	7	Moved Service from Tariff to Price List
Toll Restriction Service	19	19.1 to 19.2	Price List	N/A	-	Service will remain in Tariff, moved to Section 10
Custom Calling Service	20	20.1 to 20.3	Price List	5	8-10	Moved Service from Tariff to Price List. Rate increases are included.
Direct Inward Dialing Service	21	21.1 to 21.2	Price List	5	5-6	Moved Service from Tariff to Price List
Remote Call Forwarding Service	22	22.1 to 22.2	Price List	5	18-19	Moved Service from Tariff to Price List

CenturyTel of Oregon and CenturyTel of	Eastern O	regon:				_
Movement of tariffed services to price lis						
·						
Optional Line Enhancement Features	23	23.1 to 23.2	Price List	5	20-21	Moved Service from Tariff to Price List
Special Intercept Service	24	24.1 to 24.2	Price List	5	22-23	Moved Service from Tariff to Price List
Vacation Number Reservation	25	25.1	Price List	N/A	-	Will remain in Tariff, moved to Section 5
Interexchange Receiving Service	26	26.1	Price List	10	2	Moved Service from Tariff to Price List
Information Delivery Service	27	27.1 to 27.7	Price List	9	23-27	Moved Service from Tariff to Price List
Voice Mail Service Providers	28	28.1 to 28.3	Price List	?		
Local Private Line Service	29	29.1 to 29.11	Price List	17	1-11	Moved Service from Tariff to Price List
Special Equipment and Arrangements	30	30.1	Price List	N/A	-	Will remain in Tariff, moved to Section 8
Connection to Customer Provided Facilities,						
Equipment and Communications Systems	31	31.1 to 31.5	Price List	N/A	-	Will remain in Tariff, moved to Section 8
Shared Telecommunications Service	32	32.1 to 32.2	Price List	N/A	_	Service will remain in Tariff, moved to Section 5
N11 Abbreviated Dialing Codes	33	33.1 to 33.5	Price List	10		Moved Service from Tariff to Price List
Concurrence in Regulations and Rates		0011 10 0010				
Message Toll	34	34.1	Price List	6	11	Moved from Tariff to Price List
Wide Area Telecommunications (WATS)	34	34.1	Price List	13	1	Moved from Tariff to Price List
Interexchange Private Line	34	34.2	Price List	17	12	Moved Language from Tariff to Price List
Emergency Communications System 911	34		Price List	N/A		This concurrence language has been deleted, see Section 9 in the Price List.
Discontinued Services (Foreign Exchange)	35	35.1 to 35.13	Price List	N/A	-	Remains in Tariff, moved to Section 17
Competitive Response	36	36.2 to 36.7	Price List	N/A	-	Remains in Tariff, moved to Section 5
Grandfathered Services (Mobile Telephone						
Service)	37	37.3 to 37.11	Price List	18	1-7	Moved from Tariff to Price List
Promotional Services	38	38.1 to 38.8	Price List	16	1-5	Obsolete promotions removed.
Packaged Services	39	39.1 to 39.22	Price List	5		Moved from Tariff to Price List. Home Phone II remains in the Tariff. Correction to Non-Telecom Serivces surcharge from earlier filing.
Emergency Line Service	40	40.1	Price List	N/A		Remains in Tariff, moved to Section 11
Maps of Exchange Areas	M	M.0		N/A		Remains in Tariff, reference moved to Section 5

# Tariff No. 6

	Effective				Product	Pre-plan	Current	Proposed	12-Month Percent	-
Advice #	Date	Location	Sheet	Service	Code	Price	Price	Price	Change	Percent Change
CTL 339	3/1/2015	Section 5	8	Flat Rate Service (Rate Group 1)	R1	\$12.48	\$12.48	\$14.48	16.03%	16.03%
CTL 339	3/1/2015	Section 5	8	Local Measured Service (RG1)		\$8.55	\$8.55	\$10.55	23.39%	23.39%
CTL 339	3/1/2015	Section 5	8	Local Measured Service (RG2)		\$13.55	\$13.55	\$15.55	14.76%	14.76%
CTL 339	3/1/2015	Section 5	10	Extended Area Service (Band D)		\$8.50	\$8.50	\$6.50	-23.53%	-23.53%
CTL 339	3/1/2015	Section 5	10	Extended Area Service (Band E)		\$10.00	\$10.00	\$8.00	-20.00%	-20.00%