



# Oregon

Kate Brown, Governor

## Public Utility Commission

201 High St SE Suite 100

Salem, OR 97301-3398

**Mailing Address:** PO Box 1088

Salem, OR 97308-1088

503-373-7394

June 6, 2021



BY EMAIL

Qwest Corporation, dba CenturyLink QC

Robyn Crichton

Robyn.m.crichton@centurylink.com

RE: Advice No. 2161

Staff of the Oregon Public Utility Commission reviewed the sheets in the filing docketed as ADV 1259. A receipted copy of the acknowledged sheet(s) in your advice filing is attached.

*/s/ Nolan Moser*

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

503-689-3622

Qwest Corporation d/b/a CenturyLink QC

P.U.C. OREGON No. 33  
EXCHANGE AND  
NETWORK SERVICES

SECTION 1  
5th Revised Sheet 4  
Cancels 4th Revised Sheet 4

1. APPLICATION AND REFERENCE

1.2 TABLE OF CONTENTS (Cont'd)

	SHEET	
2.3	PAYMENT FOR SERVICE.....	40
2.3.2	PAYMENT OF BILLS .....	40
2.3.3	ADVANCE PAYMENTS AND DEPOSITS .....	42
2.3.4	ADJUSTMENT OF CHARGES.....	50
2.3.5	PAYMENT PLANS .....	51
2.3.6	BILLING .....	52
2.3.8	RESERVED FOR FUTURE USE .....	54
2.4	LIABILITY OF THE COMPANY .....	55
2.4.1	SERVICE LIABILITIES .....	55
2.4.2	MAINTENANCE AND REPAIR.....	55.1
2.4.4	DIRECTORY ERRORS OR OMISSIONS IN DIRECTORIES.....	56
2.4.5	HAZARDOUS OR INACCESSIBLE LOCATIONS.....	57
2.5	RESPONSIBILITIES OF THE CUSTOMER .....	58
2.5.1	MULTI-LINE TELEPHONE SYSTEMS.....	58
2.5.2	BUILDING SPACE AND ELECTRIC POWER SUPPLY .....	<b>58.2</b>
2.5.6	CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES.....	58.1
2.5.7	AUTOMATIC DIALING AND ANNOUNCING DEVICE (ADAD) .....	59
2.6	SPECIAL TAXES, FEES, CHARGES.....	61
2.7	LIMITATION OF SERVICE OFFERING .....	66
2.12	NATURAL DISASTER RELIEF FOR CUSTOMERS .....	67
2.16	CONTRACTUAL SERVICE AGREEMENTS.....	76

(T)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES

The Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising out of the services covered in the tariffs filed with the Oregon Public Utility Commission, unless such damages are a result of Company's willful misconduct.

The Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising from wiring located beyond the Company's network facilities.

A. Errors in Transmitting, Receiving or Delivering Messages by Telephone

The Company shall not be liable for errors in message transmission, reception or delivery by telephone, over Company lines and lines of connecting companies.

B. Multi-Line Telephone Systems

1. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s) acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States. (T)
2. **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.** (N)

Qwest Corporation d/b/a CenturyLink QC

P.U.C. OREGON NO. 33  
EXCHANGE AND  
NETWORK SERVICES

SECTION 2  
2nd Revised Sheet 58  
Cancels 1st Revised Sheet 58

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF THE CUSTOMER

The Company will inform each residential service customer of their rights and responsibilities as prescribed by the Public Utility Commission (OAR 860-21-010).

2.5.1 MULTI-LINE TELEPHONE SYSTEMS

A. Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company’s network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to: (T)

- allow an end user to directly initiate a “911” call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company’s facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.1.B.1. (T)

B. Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements: (N)

- On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021; (N)

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.5 RESPONSIBILITIES OF THE CUSTOMER**

**B. Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS... (Cont'd)**

- No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;
- No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.1.B.2.

(M) Material moved to Original Page 58.2 of this section.

**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**

**2.5 RESPONSIBILITIES OF THE CUSTOMER**

**2.5.2 BUILDING SPACE AND ELECTRIC POWER SUPPLY**

(M)

- A. 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 outlets on the customer's premises and supply any necessary electrical energy at the customer's expense.
- B. Where concealed Company wiring is required on the customer's premises, the customer shall furnish, install and maintain the necessary outlet boxes and conduit. Suitable space, satisfactory to the Company, for placement of its facilities, equipment and wiring, necessary for furnishing service on the property occupied by the applicant or customer shall be provided without cost to the Company.
- C. Special structural work required for supporting Company equipment or wiring on the customer's premises shall be provided at the expense of the customer.
- D. Installation and maintenance beyond the Company's protected network facilities will be the responsibility of the customer or others requesting such work.

**2.5.6 CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES**

Customers may provide their own inside wiring in accordance with the provisions of the Federal Communications Commission's Part 68, Rules and Regulations.

According to the National Electrical Code, Article 800, an over-voltage protection device will be placed between the Company's facilities and the customer's wiring. This protection device must be placed on, in or adjacent to, but no further than 10 feet from the premises or the customer's building.

(M)

(M) Material moved from Original Page 58.1 of this section.

Qwest Corporation d/b/a CenturyLink QC

P.U.C. OREGON NO. 33  
EXCHANGE AND  
NETWORK SERVICES

SECTION 8  
3rd Revised Sheet 1  
Cancels 2nd Revised Sheet 1

8. CONNECTIONS OF PREMISES EQUIPMENT TO EXCHANGE SERVICES

8.1 CONNECTIONS OF EQUIPMENT, COMMUNICATIONS SYSTEMS AND PREMISES WIRE

A. General

Equipment (including protective circuitry), communications systems, and premises wiring connected to telecommunications services furnished by the Company are generally subject to Part 68 of the Federal Communications Commission (FCC) Rules and Regulations, CFR Part 68 (commonly known as the FCC's Registration Program).

Equipment and systems not subject to Part 68 of the FCC Rules and Regulations which are connected to telecommunications services furnished by the Company must meet the minimum protection criteria specified in Part 68 of the FCC Rules and Regulations.

B. Customer Responsibility

1. The customer is responsible for the installation, operation and maintenance of any customer provided equipment or system. No combinations of customer provided equipment or systems shall require change in or alteration of the equipment or the services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject equipment or system, his calling or called party. Upon notice from the Company that customer provided equipment or systems are causing hazard, damage, malfunction or degradation of service, the customer shall make the changes as shall be necessary to remove or prevent hazard, damage, malfunction or degradation of service.
2. The customer shall be responsible for the payment of a Trouble Isolation Charge, as specified in the Exchange and Network Services Catalog No. 3, 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 or systems.
3. All multi-line telephone systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send MLTS notifications as described in Section 2.5.1.A. (Multi-Line Telephone Systems).
4. **Multiline telephone systems ("MLTS") required to comply with F. preceding must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section 2.5.1.B.**

(T)  
(N)  
|  
(N)