

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 1908, UM 2206

In the Matters of

LUMEN TECHNOLOGIES,

Proposed Commission Action Pursuant to  
ORS 756.515 to Suspend and Investigate  
Price Plan (UM 1908), and

QWEST CORPORATION,

Investigation Regarding the Provision of  
Service in Jacksonville, Oregon, and  
Surrounding Areas (UM 2206).

Hearing Relating to Orders Nos. 22-340  
and 22-422.

ORDER

DISPOSITION: ERRATUM TO THE STIPULATION ADOPTED WITH  
CLARIFICATION

**I. INTRODUCTION AND BACKGROUND**

On February 9, 2024, the Public Utility Commission of Oregon entered Order No. 24-041 adopting a stipulation between the Staff of the Public Utility Commission and Lumen Technologies<sup>1</sup> (CenturyLink) (together, stipulating parties) with modifications.<sup>2</sup> The stipulation set forth a new price plan for CenturyLink, among other related agreements. In Order No. 24-041, the Commission directed the stipulating parties to file a revised stipulation consistent with the modifications adopted in the order. Specifically, the Commission directed the stipulating parties to revise Attachment A to the stipulation, which set forth the price plan, to include requirements from Order Nos. 22-340 and 22-422 that the parties stated were intended to be part of the new price plan but had not been included in the text of the stipulation. The Commission also directed the stipulating parties to revise Attachment E to the stipulation, which set forth reporting requirements

<sup>1</sup> Formerly known as Qwest Corporation, United Telephone Company of the Northwest, CenturyTel of Oregon, and CenturyTel of Eastern Oregon.

<sup>2</sup> Order No. 24-041 at 28-29 (Feb. 9, 2024).

for CenturyLink, to indicate that the protected customer RTC and TT/100 statistics report would include the wire center.

On February 23, 2024, the stipulating parties filed an erratum to the stipulation revising Attachments A and E, which is attached to this order as Appendix A. The stipulating parties revised Attachment A to add the missing requirements from the Jacksonville Orders to Section 11, including allowing protected customers to report service issues for multiple addresses through a single call to the dedicated customer service line and treating trouble tickets for protected customers as high priority for resolution. The stipulating parties revised Section III of Attachment E to add “Wire center designation of the Protected Customer” to the list of reporting information for dedicated customer support line report.

On March 5, 2024, Administrative Law Judge Sarah Spruce issued a bench request to the stipulating parties requesting that they explain the additional language in Attachment E. In their response, the stipulating parties stated that the additional language was to ensure that CenturyLink included the wire center to make it easier for Staff to compare wire center data with the protected customer RCT and TT/100 monthly metric report. The stipulating parties clarified that that the protected customer RCT and TT/100 monthly metric report must include the wire center. The stipulating parties also clarified that the reporting item “Impacted Area – RT or Wire Center” is intended to give CenturyLink the discretion to identify the impacted area at the wire center or RT level.<sup>3</sup>

## II. DISCUSSION

After reviewing the erratum to the stipulation filed on February 23, 2024, we determine that the revised stipulation is consistent with our directives in Order No. 24-041. Attachment A includes the requirements of the Jacksonville Orders that had been missing from the original. Attachment E includes a new requirement for “the wire center designation of the Protected Customer,” as part of the reporting requirements for the dedicated customer support line rather than the RCT and TT/100 reports. In their response to the bench request, however, the stipulating parties clarified that the RCT and TT/100 report for protected customers must include wire centers for trouble reports, which would be consistent with our directive in Order No. 24-041. With this clarification from the stipulating parties regarding the inclusion of wire centers in the RCT and TT/100 reports, we adopt the revised Attachment E.

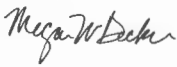
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<sup>3</sup> Staff’s Response to Bench Request 2-1 at 2 (Mar. 20, 2024).

**III. ORDER**

IT IS ORDERED that the errata to the stipulation between Lumen Technologies, dba CenturyLink, and the Staff of the Public Utility Commission of Oregon filed on February 23, 2024, in compliance with Order No. 24-041, attached as Appendix A, is adopted as clarified in this order.

Made, entered, and effective Apr 30 2024.



**Megan W. Decker**  
Chair



**Letha Tawney**  
Commissioner



A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

**Qwest Corporation, CenturyTel of Oregon, CenturyTel of Eastern Oregon, and United Telephone Company of the Northwest**

**Proposed ORS 759.255 Price Plan and ORS/OAR Waivers  
Docket Nos. UM 1908/UM 2206 - Attachment A to Stipulation**

1. Definitions:

- a) "Century Link" means, collectively, Qwest Corporation, CenturyTel of Oregon, CenturyTel of Eastern Oregon and United Telephone Company of The Northwest.
- b) "New Service" means a retail telecommunications service that is offered by CenturyLink in Oregon for the first time following the effective date of the price plan. A service is not New Service if it merely renames, repackages, or is a variation of an existing service, or if it is reintroduced in substantially the same form after having been grandfathered, withdrawn, or abandoned.
- c) "Other Service" means any residential or business services other than a New Service contained in CenturyLink's Rate Schedules that is not specifically addressed in this Price Plan and does not include Packages and Bundles.
- d) "Packages and Bundles" means any combination of services, which may include residential or business basic local exchange service as well as other services at a combined price.
- e) "Pre-Plan" means the rates, terms, and conditions in CenturyLink's approved Rate Schedules immediately prior to the effective date of the Plan.
- f) "Price List" and "Price Lists" means CenturyLink's Oregon intrastate retail price lists as of September 5, 2023, and any subsequent revisions to the Price List.
- g) "Primary Line Basic Service" means the first line only of basic local exchange service for an individual residential or business customer account at a single location that is not sold as part of a package. For the purposes of this definition/ "basic local exchange service" means residential single party flat rate local exchange service; residential single party measured local exchange service, including local exchange usage; business single party flat rate local exchange service; and business single party measured local exchange service/ including local exchange usage.
- h) "Privilege Tax" and "Fees and Other Assessments" have the same meaning as in OAR 860-022-0042(2)(c).
- i) "Protected Customer" means those CenturyLink residential local service customers in Oregon who, at their residences, have access to only CenturyLink copper-based wireline service and commercial satellite services to make voice calls, as determined by GIS mapping of CenturyLink's local residential customers and the FCC's Broadband Data Collection (BDC) data. Residential customers with access to fiber-based CenturyLink wireline service or mobile wireless, fixed wireless, cable or wireline competitive alternatives at their residences are not "Protected Customers." "Access to" means the customers are able to subscribe to such services regardless of whether they actually do subscribe. CenturyLink has identified approximately 4,100 residential local service customers in Oregon who meet this definition, as of June 2023. This number could increase or decrease over time based on whether the company adds or loses customers,

and also based on whether other fiber-based wireline services and/or competitive alternatives become available for customers.

- j) “Rate Schedules” means CenturyLink’s Tariffs and Price Lists.
- k) “Repair Clearing Time” (“RCT”) metric establishes the clearing time for all trouble reports from the time the customer reports the trouble to CenturyLink until the trouble is resolved as identified in OAR 860-023-0055(6), and detailed further in 860-034-0390(6)(b), and 860-032-0012(b).
- l) “Tariff” and “Tariffs” means CenturyLink’s Oregon intrastate retail tariffs as of September 5, 2023, and any subsequent revisions to these Tariffs. As of September 5, 2023, these consist of:

Entity Name	Tariff Type	Summary
Qwest Corporation	Access	Tariff No. 32
Qwest Corporation	Local	Tariff No. 33- Exchange and Network
CenturyTel of Eastern Oregon	Access	Tariff No. 4
CenturyTel of Eastern Oregon	Local	Tariff No. 6
United Telephone Company of the Northwest	Access	Tariff No. 6
United Telephone Company of the Northwest	Local	Tariff No. 4
CenturyTel of Oregon	Access	Tariff No. 4
CenturyTel of Oregon	Local	Tariff No. 6

- m) “Trouble Reports” metric (“TT/100”), means the number of trouble reports received per 100 working access lines per wire center as identified in OAR 860-023-0055(5) and 860-034-0390(6)(b).

2. General Objectives:

- a) CenturyLink's Price Plan ("Price Plan" or "Plan") will achieve the following objectives:
  - i) Ensure a framework for offering telecommunications service that is in the public interest.
  - ii) Ensure high quality of existing telecommunications services and make new services available.
  - iii) Produce prices for CenturyLink's retail telecommunications services that are just and reasonable.
  - iv) Maintain the availability of Primary Line Basic Service at affordable rates throughout CenturyLink's service territory.
  - v) Maintain the appropriate balance between the need for regulation and existing competition in Oregon for voice communication services.
  - vi) Simplify and reduce the burden of regulation for CenturyLink and the Commission.

3. Term of Plan and Company Report:

- a) Term: The Plan will become effective upon Commission approval with an initial term of four years. The Plan will automatically renew for successive four-year terms, with the pricing structure established in Sec. 4(e)(i), unless the current plan is extended (meaning that the then-existing Plan term will remain in effect, without renewal) by the Commission. The Plan may be suspended or modified by a change in applicable law of an Order of the Oregon Public Utility Commission.

- b) Petitions to Modify or for Other Forms of Regulation: CenturyLink may file a petition, pursuant to ORS 759.255, proposing modifications to the Plan not sooner than the second anniversary of the Plan adoption. CenturyLink may, at any time during the Plan, file a petition pursuant to ORS 759.052 or for any other form of regulation or relief permitted under Oregon law.
- c) Performance Report: CenturyLink shall submit a report detailing its performance and progress toward meeting the Plan objectives by the end of year three of each four-year Plan term. The report shall separately address the performance and progress of each CenturyLink entity covered by the Price Plan and shall address how each CenturyLink entity is meeting the objectives of the Plan, including the following information, at a minimum:
- i) An analysis of current Oregon market conditions for the various categories of CenturyLink's regulated retail intrastate telecommunications services to the extent such information is publicly available.
  - ii) Data regarding the gain or loss of access lines by wire center.
  - iii) Identification of any new services CenturyLink has introduced.
  - iv) Identification of any ways in which the burden of regulation for both CenturyLink and the Commission has been simplified or reduced during the current Plan period.
  - v) A list of all price increases performed during the current Plan term, including the remaining amount of pricing flexibility available for each service.
- d) Commission Review:
- i) The Commission shall review CenturyLink's performance under the Plan every four years on the basis of the Performance Report described in Section 3(c), any other relevant evidence regarding the competitiveness of the market for substitutable services and any other relevant factors.
  - ii) The Commission may open an investigation at any time pursuant to ORS 756.515 to determine whether further adjustments to the Plan or termination of the Plan is required by the public interest, according to the factors set forth in ORS 759.255(2). The Commission may order further adjustments to the Plan or termination of the Plan only after providing CenturyLink with notice and the opportunity for a hearing. In any such investigation and proceeding, the Joint Parties agree that the Commission should first attempt to identify and require adjustments to the Plan such that the continuation of the Plan is in the public interest before it orders termination of the Plan.
  - iii) If the Commission orders termination of the Price Plan, CenturyLink may thereafter pursue any form of price regulation or relief therefrom then permitted under Oregon law, including but not limited to: exemptions from regulation pursuant to ORS 759.052; price listing pursuant to ORS 759.054, 759.056, and/or 759.195; rate regulation pursuant to ORS 759.175-759.190; another price plan pursuant to ORS 759.255; price cap regulation pursuant to ORS 759.405-759.410, or any other relevant statute.
  - iv) If the Commission orders early termination of the Price Plan, the Parties agree that the Commission may also, in the same proceeding, adjust CenturyLink's rates to ensure that CenturyLink's rates are just and reasonable, and the Parties agree not to advocate for rates that are lower than those that were in effect one year prior to the

initiation of the proceeding to terminate the Plan. CenturyLink would no longer be able to increase its rates as it was permitted to do under the Price Plan, but CenturyLink would be allowed to decrease its rates subject to any applicable price floor.

4. Pricing and Availability of Services Under the Price Plan

- a) The rates, terms and conditions that CenturyLink charges under its price lists and approved tariffs are just and reasonable and will be its published terms as of the effective date of the Plan.
- b) Availability: CenturyLink will continue to offer residential and business Primary Line Basic Service on a stand-alone basis.
- c) Non-recurring charges for residential Primary Line Basic Service: Charges may increase a maximum of \$10 during any four-year Plan term.
- d) Non-recurring charges for business Primary Line Basic Service: Charges will not be subject to price caps.
- e) Recurring charges for residential Primary Line Basic Service: Primary Line Basic Service for residential customers will be subject to price caps.
  - i) Monthly rates for flat rate residential Primary Line Basic Service may not increase by more than \$3.00 in any year during Plan year and may not increase by more than \$12.00 total over any four-year Plan term. Pricing flexibility for each year shall be determined through compliance with applicable components.
  - ii) Once the Price Plan becomes effective, the company may potentially increase rates. For this first year of the Price Plan, year 1, the Company has the option of applying (and adding together) the two Optional Components listed in (4)(e)(ii)(1) & (2) below or applying (and adding together) the three components listed in subsection 4(e)(iii).
    - (1) *Optional Component 1*: Company statewide performance under Repair Clearing Time (RCT) and Trouble Ticket (TT/100) metrics.
      - (a) RCT and TT/100 statistics shall be calculated on the basis of a rolling statewide 12-month average using all 167 wire centers. All rolling 12-month averages identified in the Price Plan will be calculated as of the date CenturyLink seeks to increase rates.
      - (b) The TT/100 metric will be measured by the percentage of its 167 wire centers that are compliant per month over a rolling 12-month period.
      - (c) The Company may increase Primary Basic Line Service, by no more than \$1.50, by the amount found at the intersection of its RCT and TT/100 performances below for all Oregon customers.

	TT/100 Performance <b>Below 70% compliant</b>	TT/100 Performance <b>70%-79% compliant</b>	TT/100 Performance <b>80%-89% compliant</b>	TT/100 Performance <b>90%+ compliant</b>
RCT 90%+	\$0.75	\$1.00	\$1.25	\$1.50

RCT 80%-89%	\$0.50	\$0.75	\$1.00	\$1.25
RCT 70%-79%	\$0.25	\$0.50	\$0.75	\$1.00
RCT < 70%	\$0.00	\$0.25	\$0.50	\$0.75

- (2) *Optional Component 2: Company performance under RCT and TT/100 performances below for all Protected Customers (calculated as a single group).*
- (a) RCT and TT/100 statistics shall be calculated on the basis of a rolling 12-month average for all Protected Customers.
  - (b) **The TT/100 metric will be measured by the percent compliance (≤ 3 trouble tickets/100 access lines) the company achieves for Protected Customers (calculated as a single group) per month over a rolling 12-month period.**
  - (c) The Company may increase Primary Basic Line Service, by no more than \$1.50, by the amount found at the intersection of its RCT and TT/100 performances for all Protected Customers.

	TT/100 Performance <b>Below 70% compliant</b>	TT/100 Performance <b>70%-79% compliant</b>	TT/100 Performance <b>80%-89% compliant</b>	TT/100 Performance <b>90%+ compliant</b>
RCT 90%+	\$0.75	\$1.00	\$1.25	\$1.50
RCT 80%-89%	\$0.50	\$0.75	\$1.00	\$1.25
RCT 70%-79%	\$0.25	\$0.50	\$0.75	\$1.00
RCT < 70%	\$0.00	\$0.25	\$0.50	\$0.75

- iii) Beginning the year after the Price Plan becomes effective, the company may potentially (depending on RCT and TT/100 performance) increase rates on or around the anniversary of the prior rate increase. Such price increases (beginning year 2) will be based on the 3 components identified below. Interim 12-month rolling average calculations will not require/allow the company to decrease or increase rates between annual rate increases. For clarity, the Company may utilize these 3 components for year 1 of the Price Plan as alternative to the 2 components described in 4(e)(ii)(1) and (2).

- (1) *Component 1: Company statewide performance under RCT and TT/100 metrics.*



- (a) RCT and TT/100 statistics shall be calculated on the basis of a statewide 12-month average using all 167 wire centers.
- (b) The TT/100 metric will be measured by the percentage of its 167 wire centers that are compliant per month over a rolling 12-month period.
- (c) The Company may increase Primary Basic Line Service, no more than \$1.00, by the amount found at the intersection of its RCT and TT/100 rates performances below for all Oregon customers.

	TT/100 Performance <b>Below 70% compliant</b>	TT/100 Performance <b>70%-79% compliant</b>	TT/100 Performance <b>80%-89% compliant</b>	TT/100 Performance <b>90%+ compliant</b>
RCT 90%+	\$0.50	\$0.67	\$0.83	\$1.00
RCT 80%-89%	\$0.33	\$0.50	\$0.67	\$0.83
RCT 70%-79%	\$0.17	\$0.33	\$0.50	\$0.67
RCT < 70%	\$0	\$0.17	\$0.33	\$0.50

(2) *Component 2: Company performance under RCT and TT/100 metrics for Protected Customers.*

- (a) RCT and TT/100 statistics shall be calculated on the basis of a 12-month, rolling average for Protected Customer
- (b) The TT/100 metric will be measured by the percent compliance the company achieves for Protected Customers (calculated as a single group) per month over a rolling 12-month period.
- (c) The Company may increase Primary Basic Line Service, no more than \$1.00, by the amount found at the intersection of its RCT and TT/100 rates for all Protected Customers.

	TT/100 Performance <b>Below 70% compliant</b>	TT/100 Performance <b>70%-79% compliant</b>	TT/100 Performance <b>80%-89% compliant</b>	TT/100 Performance <b>90%+ compliant</b>
RCT 90%+	\$0.50	\$0.67	\$0.83	\$1.00
RCT 80%-89%	\$0.33	\$0.50	\$0.67	\$0.83

RCT 70%-79%	\$0.17	\$0.33	\$0.50	\$0.67
RCT < 70%	\$0	\$0.17	\$0.33	\$0.50

(3) *Component 3: Company’s compliance with fire and safety inspections referenced below under section 11 Service Quality and Safety.*

- (a) This component will be evaluated as a snapshot in time (as opposed to a 12-month rolling average) as of the date the Company proposes to exercise upwards pricing flexibility in each year of the Plan.
- (b) The Parties recognize that completion of National Electrical Safety Code (NESC) violation projects can be delayed by matters beyond the Company’s control. Those include most notably delays in obtaining municipal permits and/or delays caused by other pole attachers or pole owners. In the event any NESC violation project is delayed by matters beyond the Company’s control, the Company may seek from the Public Utility Commission Staff an adjustment to the relevant deadline; such adjustments will not be unreasonably denied, conditioned, or delayed.
- (c) The Company may increase its Primary Basic Line Service by up to the amount permitted in the table below for the weighted average age of outstanding NESC violation reports.

Outstanding OPUC NESC Compliance Report/Violations	Weighted average report violation age  <b>≥ 180 days</b>	Weighted average report violation age  <b>&lt; 180 and &gt; 120 days</b>	Weighted average report violation age  <b>≤ 120 and &gt; 60 days</b>	Weighted average report violation age  <b>≤ 60 days</b>
	\$0	\$0.50	\$0.75	\$1.00

- iv) Limitations on CenturyLink’s ability to increase rates by the full \$3 per year will be modified if, during the Price Plan period, the Commission eliminates or modifies the RCT and/or TT/100 rules. In the event the Commission eliminates or modifies either or both rules, the Stipulating Parties will negotiate promptly and in good faith regarding how to modify the charts above. If the Stipulating Parties are unable to agree, the issue will be presented to the Commission for decision.
- f) Recurring charges for business Primary Line Basic Service:
  - i) Prices for business Primary Line Basic Service will not be subject to price caps.
  - ii) The rate that is charged for this service by CenturyTel of Oregon, CenturyTel of Eastern Oregon, and United Telephone Company of The Northwest shall be priced no higher than the rate charged for this service by Qwest Corporation in Rate Group 2.
- g) Extended Area Service (EAS): Rates for existing mandatory EAS are capped at Pre-Plan rates. CenturyLink is permitted to combine the respective EAS rates and the rate for

residential Primary Line Basic Service into a single line item amount for the purpose of bill simplification. CenturyLink will not be required to establish any new or expanded EAS routes as long as it operates under the Price Plan.

- h) Directory Listings:
  - i) CenturyLink will provide at no additional charge the first listing included with the Primary Line Basic Service, including those within packages and bundles.
  - ii) Additional listings beyond the initial listing are price capped with increases limited to not more than 25% per Plan year.
- i) Directory Assistance: CenturyTel of Oregon, CenturyTel of Eastern Oregon, and United Telephone Company of the Northwest may update their Rate Schedules to eliminate the two-call allowance for Directory Assistance Service, consistent with the terms for National Directory Assistance Service contained in Qwest Corporation's Rate Schedules.
- j) Toll Restriction/Call Trace/Unlisted Numbers:
  - i) Toll Restriction and Call Trace will continue to be priced at Pre-Plan rates.
  - ii) Residential Unlisted Numbers will continue to be priced at Pre-Plan rates.
  - iii) Business Unlisted Numbers may not increase by more than \$1.00 in any Plan year and may not increase by more than \$3.00 total over a four-year Plan term.
  - iv) Non-published Numbers may not increase by more than \$1.00 in any Plan year and may not increase by more than \$3.00 total over a four-year Plan term.
- k) Other Services: Monthly rates for "Other Services" for business customers will not be subject to price caps. Monthly rates for "Other Services" for residential customers may increase up to 50 percent or \$.50 annually, whichever is greater. The cumulative price increase for any Other Service over a four-year Plan term may not exceed 200 percent for residential customers. Within 60 days of receiving notice of price increase to "Other Services," business and residential customers who request removal of any service contained in "Other Services" will not incur a nonrecurring charge for the removal of the service.
- l) Cost-Based Charges: Prices that are identified as at actual cost in CenturyLink's Rate Schedules as of September 5, 2023, will continue to be priced at actual cost.
- m) DS-1, DS-3 and ISDN-PRI Services: Rates for DS-1, DS-3 and ISDN-PRI services will not be subject to price caps.
- n) E911 Services: Rates, terms, and conditions for E911 services in CenturyLink's rate schedules as of the effective date of this plan will remain at Pre-Plan status, except that CenturyLink may petition the Commission separately for any proposed rate changes or price structures.
- o) Switched Access Rates: Rates for intrastate switched access services will be capped at Pre-Plan rates and the Commission may adjust the price caps if required by FCC action.
- p) New Services: Any New Service introduced after the effective date of the Plan will not be subject to price caps.
- q) Packages and Bundles: CenturyLink may combine any regulated telecommunications service with any other service(s) to offer Packages and Bundles of services, which may include residential Primary Line Basic Service and EAS, at any price, subject to the below conditions:

- i) All regulated telecommunications services offered as part of a package or bundle shall remain separately available for purchase from CenturyLink's Rate Schedules.
  - ii) The package or bundle price shall not exceed the sum of the stand-alone retail prices of all available services in the package or bundle.
- r) Rate Averaging:
- i) CenturyLink will not further de-average the pricing of any existing regulated services that are currently de-averaged.
  - ii) CenturyLink will not increase the existing dollar differences between rate groups for residential or business Primary Line Basic Service rates. However, CenturyLink is permitted to reduce any differences in price between these rate groups.
  - iii) For regulated services that as of the effective date of this plan are sold on the basis of a statewide average rate, CenturyLink will maintain statewide average rates for these regulated services in each Rate Schedule.
5. Facility Improvement Surcharge:
- a) CenturyLink may implement a single surcharge to recover facilities-related costs. If implemented, the surcharge must be applied using a single uniform rate statewide and shall be applied on a nondiscriminatory basis. If CenturyLink elects to implement such a surcharge, the residential Primary Line Basic Service price cap for the Plan year in which the surcharge is introduced shall be reduced by the amount of the surcharge. If CenturyLink subsequently increases the surcharge, the residential Primary Line Basic Service price cap for the Plan year in which the surcharge is increased shall be reduced by the amount of that increase. At any given time, the sum of the increase to the residential Primary Line Basic Service rate and the surcharge shall not exceed either the annual or term caps described in Section 4.e.i of this Plan.
  - b) If CenturyLink elects to implement the surcharge discussed in Section S(a), CenturyLink will first file a tariff change with the Commission that states the amount of the surcharge and all applicable terms and conditions.
  - c) CenturyLink will provide notice to customers 30 days before implementing the surcharge described in Section S(a) or making any changes to that surcharge or related terms and conditions.
  - d) If CenturyLink wishes to label the surcharge discussed in Section S(a) as anything other than "Facility Fee," "Facility Surcharge," "Facility Improvement Fee," or "Facility Improvement Surcharge," CenturyLink will first engage in good faith discussions with Public Utility Commission Staff to reach agreement on how the surcharge will be labeled.
6. Recovery of Mandatory Taxes and Fees:
- a) CenturyLink may, with 30 days' notice to customers and the Commission, recover the Privilege Tax and Fees and Other Assessments as a pro rata charge equal to the rate imposed by the municipality and shown as a separate line item on all applicable customer bills.
  - b) CenturyLink may, with 30 days' notice to customers and the Commission, recover the OPUC fee as a separate line item on customers' bills.
7. Exogenous Change Adjustments: CenturyLink may petition the Commission for adjustments to the Price Plan to reflect changed circumstances outside CenturyLink's control that will

have an overall material impact on the Company (e.g., changes in law, rule, or tax structure as a result of legislative, judicial, or administrative agency action). For example, the Company may request consideration of the introduction of new or increased taxes or fees assessed on the basis of revenue or margin that will have an overall material impact on the Company, or changes in Universal Service Support, FCC imposed price floors, or other changes if those items are beyond its control and have an overall material impact on the Company. CenturyLink will have the burden of showing that adjustments will result in rates that are just and reasonable; the Commission may also consider whether Price Plan adjustments are in the public interest, considering the factors set forth in ORS 759.255(2). There is no presumption as part of this Price Plan that the CenturyLink and Staff of the Public Utilities Commission of Oregon would support such a petition.

8. Notice of Changes to Rate Schedules:

a) Commission Notice Requirements

- i) Tariff Changes: CenturyLink will file all Tariff changes with the Commission at least 30 days prior to the effective date of the change, except that price decreases may be filed with one-day notice.
- ii) Price List Changes: CenturyLink will file notice of all Price List changes with the Commission at least one day prior to the effective date of the change.

b) Customer Notice Requirements:

- i) Monthly Recurring Charges: For price increases and changes to the terms or conditions of service, CenturyLink will provide 30-day notice to customers subscribing to the service, including business customers under contract or with term commitments.
- ii) Pay-Per-Use Charges: For price increases and changes to the terms or conditions of service, CenturyLink will provide 30-day notice to customers who have used the service within the past 12 months.

iii) Form of Notice:

- (1) Retail customer notices may be made by bill message including notice to customers receiving electronic bills.
- (2) Wholesale customer notices may be made by email.

c) Services exempt from regulation: Services that the Commission has already ordered to be exempt from regulation will remain exempt from regulation subject to the conditions of the order that exempted the services from regulation. CenturyLink retains the ability to petition the Commission to exempt any additional services from regulation under ORS 759.052 or any other applicable rule or law, except for a petition to modify the Plan under ORS 759.255, as discussed in Section 3.b of this Plan.

9. Promotions: CenturyLink may offer promotions for residential Primary Line Basic Service and other regulated services pursuant to ORS 759.182 and ORS 759.267.

10. Construction Charges: CenturyLink may revise its Rate Schedules for Line Extension Charges and Provisioning Agreements for Housing Developments to reflect the principles set forth in Attachment B to this Price Plan.

11. Service Quality and Safety:

- a) CenturyLink shall continue to be subject to the Commission's service quality rules. CenturyLink has indicated that it may in the future elect to file a petition with the Commission to open or continue a rulemaking to revise the Commission's service quality

rules. The Joint Parties would not unreasonably oppose the initiation or continuation of such a rulemaking, but there is no presumption as part of this Price Plan that the Joint Parties would support any particular proposed rule modifications put forth in such a petition.

- b) CenturyLink will provide a single report summarizing trouble report clearing data on a monthly basis for all Protected Customers. The data will be made available as a single Protected Customer category, as opposed to providing it at a wire center or RT level.
- c) The Company shall maintain a dedicated customer service contact number staffed 24 hours each day, for every day of the year, for Protected Customers to submit trouble reports.
  - i) Once per year the Company will contact, by separate mailing, all Protected Customers of record to communicate the existence of the dedicated customer service line.
  - ii) Once per year the Company will contact, by bill message, all other CenturyLink residential local service customers in Oregon to inform of the availability of Protected Customer status and provide means by which CenturyLink residential local service customers in Oregon may contact the Company to inquire as to enrollment in Protected Customer status.
  - iii) The Company will allow for the reporting of service issues for multiple addresses of other Protected Customers through a single call to the dedicated customer service line, and will create multiple service tickets.
  - iv) The Company will treat as high priority for resolution trouble tickets for Protected Customers that are initiated through the dedicated customer service line.
  - v) Each month the Company will provide a report on all contacts made to the dedicated customer service line.
- d) Where the company both fails to satisfy the applicable (as set out in Commission rule) RCT metric and the TT/100 metric for the category of Protected Customers for three months in a row, the Commission may take action including, but not limited to, implementing the following consequences:
  - i) Require a resolution plan to be submitted and implemented as required by Commission approval within 1 month.
  - ii) Any additional remedies available to the Commission outside the Price Plan.
- e) CenturyLink is willing to make a small inventory of satellite phones, or possibly other SOS enabled phones, available to deploy from two wire centers to be agreed upon by the Company and Public Utility Commission Staff. Such phones will be deployed as available in instances where service interruptions of greater than two consecutive days in the two selected wire centers are identified. In instances of widespread service disruptions due to force majeure conditions or the actions of third parties, CenturyLink may file a petition with the Commission to request for this requirement to not be applicable.
- f) The company must be responsive to inspections performed by other Operators<sup>1</sup> or Public Utility Commission Staff for conditions identified as fire and safety risks, if identified conditions also constitute National Electrical Safety Code (NESC) violations.

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<sup>1</sup> As defined in OAR 860-024-0001(9).

- i) Responsiveness means date certain corrections, no later than 120 days from notice, with that time frame automatically extended where permitting is both required and takes longer than 5 days.
- ii) Non-compliance with this aspect of the price plan will result in restricted pricing flexibility (detailed in section 4(e) above) and the potential for Commission investigation.

12. Reporting:

- a) Form O: Century Link will submit standardized Form O balance sheet account reporting across all CenturyLink Incumbent Local Exchange Carriers (ILECs) as reflected in Attachment D.
  - i) Qwest Corporation is not required to provide regional information in the Form O, and will only be required to provide Oregon-specific information in the Form O.
  - ii) The following schedules are not required as part of CenturyLink's Form O filing:
    - (1) B-2. Analysis of Depreciation and Amortization
    - (2) B-3. Analysis of Charges related to Plant Retired;
    - (3) B-4. Long-term Debt;
    - (4) 1-4. Operating Taxes other than Federal Income Tax;
    - (5) 1-6. Reconciliation of Reported Net Income with Taxable Income for Federal Income Tax;
    - (6) 1-7. Reconciliation of Reported Net Income with Taxable Income for Oregon State Excise Tax;
    - (7) 1-8. Transactions with Affiliated and Non-Regulated Operations.
- b) Form I:
  - i) CenturyLink will no longer be required to file the Commission's annual Form I.
- c) Affiliate Transactions: CenturyLink will not file with the Commission a report of affiliated interest contracts executed during the period from January 1 through December 31 of the immediately preceding year.

13. Waiver of Statutes Rules and Prior Commission Orders:

- a) Waiver - Pursuant to ORS 759.255(5), CenturyLink's compliance with the following statutes and the Commission rules implementing these statutes, is waived in full, unless a partial waiver is noted as long as CenturyLink operates under the Price Plan:
  - i) ORS 759.120 Form and manner of accounts prescribed by Commission; Partial to the extent allowed in prior Commission Orders.
  - ii) ORS 759.125 Records and accounts prescribed by Commission; prohibition on other records or accounts; exception; blanks for reports; Partial to the extent allowed in prior Commission Orders.
  - iii) ORS 759.135 Depreciation accounts; un-depreciated investment allowed in rates; conditions
  - iv) ORS 759.180 Hearing on reasonableness of rates; procedures; exceptions
  - v) ORS 759.185 Suspension of rates pending hearing; time limitation; refund of revenue collected; interim rates
  - vi) ORS 759.190 Notice of Schedule Change
  - vii) ORS 759.195 Price listing of services; conditions; maximum rates; essential services; justification by utility of rates for price-listed services

- viii) ORS 759.200 Inclusion of amortizations in rates; deferral of certain expenses or revenues; limitation on amounts; prohibited uses
- ix) ORS 759.215 (2) Public access to schedules
- x) ORS 759.220 Joint rates and classifications; procedure; considerations - Partial waiver with regard to joint rates and establishment of new through services, but not with regard to canceling any existing through service.
- xi) ORS 759.285 Charging rates based on cost of property not presently providing service;
- xii) ORS 759.300 to ORS 759.360 - Issuance of Securities.
- xiii) ORS 759.375(1)(a) -Approval prior to sale, mortgage or disposal of operative utility property- Partial waiver according to the below terms:
  - (1) CenturyTel of Oregon, CenturyTel of Eastern Oregon, and United Telephone Company must seek prior approval for the sale, lease, assignment or other disposal of property necessary or useful in the performance of those entities' duties to the public of a value of or in excess of \$1 million. Qwest Corporation must seek prior approval for the sale, lease, assignment or other disposal of property necessary or useful in the performance of its duties to the public of a value of or in excess of \$10 million.
  - (2) CenturyLink must still seek prior approval under ORS 759.375(1)(a) of any sale, lease, assignment or other disposal of any franchise, permit or right to maintain and operate the telecommunications utility or telecommunications utility property, or perform any service as a telecommunications utility.
  - (3) CenturyTel of Oregon, CenturyTel of Eastern Oregon, and United Telephone Company must also notify the Commission of the sale, lease, assignment, or other disposal of property necessary or useful in the performance of those entities' duties to the public of a value of or in excess of \$100,000, but less than \$1 million, within 60 days following the sale, and Qwest Corporation must notify the Commission of the sale, lease, assignment, or other disposal of property necessary or useful in the performance of its duties to the public of a value of or in excess of \$100,000, but less than \$10 million, within 60 days following the sale, consistent with ORS 759.375(2).
- xiv) ORS 759.385 to 759.393 Affiliate contracts
- b) Rules - Pursuant to waiver authority the Commission has granted itself in each Division of the Commission's rules, CenturyLink's compliance with the following rules is waived in full, unless a partial waiver is noted, as long as CenturyLink operates under the Price Plan:
  - i) OAR 860-022-0025(2)(b) and (c) Requirements for Filing Tariffs or Schedules Changing Rates
  - ii) OAR 860-022-0030 Requirements for Filing Tariffs or Schedules Naming Increased Rates
  - iii) OAR 860-022-0042 Relating to City Privilege Taxes, Fees, and Other Assessments Imposed Upon a Large Telecommunications Utility- Partial waiver of rule to allow CenturyLink to pass through to its customers the entire amount of City Privilege Taxes, Fees and Other Assessments as a separately itemized charge on it customer's bills.



- iv) OAR 860-022-0047 Recovery of Certain Facility Relocation Costs; Partial waiver to implement section 5, to the extent necessary.
- v) OAR 860-025-0065 Allocation of Carrier of Last Resort (COLR) Reinstatement Costs;
- vi) OAR 860-026-0025(b).
- vii) OAR 860-027-0016 Accounting for Director's Fees
- viii) OAR 860-027-0030 through OAR 860-027-0044
- ix) OAR 860-027-0050 through OAR 860-027-0052
- x) OAR 860-027-0070 Annual Report Requirements for Electric, Large Telecommunications, Gas, and Steam Heat Utilities - except as required in Price Plan
- xi) OAR 860-027-0100 Reporting of Affiliated Transactions

**Reporting Data and Templates**  
**Docket Nos. UM 1908/UM 2206 - Attachment E to Stipulation**

To comply with the Price Plan’s reporting requirements, CenturyLink will provide monthly reporting of repair clearing times and trouble report rates. CenturyLink will provide statewide data by wire center and will provide Protected Customer data at the individual line level, which shall include the wire center designation of the Protected Customer. Additionally, the Company will provide monthly data on the Dedicated Customer Service Line serving Protected Customers. For purposes of this document, all numbers and text shown in blue are provided for example or description only.

**I. Report Clearing Time (“RCT”) Statistics**

Century Link will report monthly to the Commission the percentage of trouble reports cleared within 48 hours by wire center as described in OAR 860-034-0390(6)(b) and 860-032-0012(b)(b). The clearing time for trouble reports is the time between when the customer reports the trouble to CenturyLink until the trouble is resolved. For the purposes of pricing flexibility RCT statistics shall be calculated on the basis of a statewide, 12-month, rolling average using all 167 wire centers.

Provide Monthly:

ILEC Entity	Wire Center	Month		
		Total Number of Trouble Tickets	Trouble Cleared Within 48 Hours	Percent of Tickets Cleared in 48 Hours
(Qwest/ United/ CenturyTel)	(Name of Wire Center)	10	9	90%
CenturyLink Totals:		Total # of Trouble Tickets Received for All Wire Centers During Month	Total # of Trouble Tickets Cleared Within 48 Hours for All Wire Centers During Month	Percent of Trouble Tickets Cleared within 48 Hours for All Wire Centers During Month

**II. Trouble Report Rate Statistics (“TT/100”)**

Century Link will report monthly to the Commission the number of customer trouble reports that were received during the month, the total working access lines within a wire center, and the monthly trouble report rate, as detailed in OAR 860-023-0055(5) and 860-034-0390(6)(b). For wire centers with more than 1,000 access lines utilities may not exceed two trouble reports per 100 working access lines per wire center more than three times during a sliding 12-month period. For wire centers with 1,000 or less access lines utilities may not exceed three trouble reports per 100 working access lines per wire center more than three times during a sliding 12-month period. For the purposes of pricing flexibility TT/100 statistics shall be calculated on the basis of a statewide, 12-month, rolling average using all 167 wire centers.

Provide Monthly:

ILEC Entity	Wire Center	Lines in Wire Center	Permissible Number of Tickets per OAR	Actual Number of Tickets Received	Number of Tickets above Limit
(Qwest/ United/ CenturyTel)	(Name of Wire Center)	200	(3 tickets/100 lines for 200 lines) = 6	8	2
CenturyLink Totals:		Total # of Wire Centers (167)	Total # of Wire Centers at or below Ticket Limit	Total # of Wire Centers above Ticket Limit	Percentage of Wire Centers Statewide in Compliance with Ticket Limit

**III. Protected Customer Statistics**

For Protected Customers CenturyLink will report performance under RCT and TT/100 metrics monthly. This data will be provided at the individual phone line level and calculated as a single group, instead of per wire center. The data will be provided in a format equivalent to the RT and TT/100 tables provided above. In addition, the Company will report the following information for every incoming call to the dedicated customer support line:

- Impacted Area- RT or Wire Center
- Call Timestamp- Time the Call with Customer began
- Contact Number- Customer phone number or preferred contact number
- Customer Name
- Caller Name- if different from customer
- Address
- Account Number
- Circuit Number
- Caller Email- if provided
- Ticket Timestamp- Time the trouble ticket was created
- Trouble Ticket Number(s)
- Cause of Issue
- Disposition- Has the issue been addressed, resolved, etc...
- Wire center designation of the Protected Customer