



July 27, 2016

**Via Electronic Filing**

Ms. Barcy McNeal, Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, OH 43215-0573

Re: CenturyTel of Ohio, Inc. d/b/a CenturyLink  
Case No. 90-5010-TP-TRF and Case No. 16-1585-TP- ATA

Ms. Barcy McNeal:

Enclosed for filing is CenturyTel of Ohio, Inc. d/b/a CenturyLink's tariff to remove the obsolete Section 8, Pole Attachment, from the Company's P.U.C.O. No. 12 General Exchange Tariff. Terms, conditions and rates governing pole attachments are now located in CenturyLink's Pole Attachment and Conduit Occupancy Tariff P.U.C.O. No. 1, which was issued and effective on June 20, 2016 in compliance with the Commission's Finding and Order dated May 18, 2016 and issued June 1, 2016, in Case No. 15-890-TP-ATA.

The recently issued Pole Attachment and Conduit Occupancy Tariff was intended to replace Section 8 of P.U.C.O. No. 12. However, revisions to remove that content were inadvertently omitted from the above referenced compliance filing. The following revisions are included in this filing:

Title Sheet  
Preface, Sheet 2  
Section 8, Sheet 1  
Cancels Section 8, Sheets 2-6

These tariff sheets are filed with a July 27, 2016 issue date and an effective date of July 27, 2016.

If you have any questions regarding this filing, please call me or Mr. Joshua Motzer at (614) 221-5354.

Sincerely,

A handwritten signature in black ink, appearing to read "Zarneisha Dixon".

Zarneisha Dixon

cc: Joshua Motzer, Centurylink

OH 16-10

**ZARNEISHA DIXON**  
CenturyLink Regulatory Operations Analyst - Tariffs  
Zarneisha.Dixon@Centurylink.com  
100 CenturyLink Dr.  
Monroe, LA, 71202  
Tel: (318) 340-5938

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 9-2-2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings.  
It does not replace or supersede Commission rules in any way.

In the Matter of the Application of CenturyTel of Ohio, Inc. )  
to remove the obsolete Section 8, Pole Attachment, from the )  
Company's P.U.C.O. No. 12 General Exchange Tariff. )  
)

TRF Docket No. 90-5010-TP-TRF

Case No. 16-1585-**TP-ATA**

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s) CenturyTel of Ohio, Inc.

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 100 CenturyLink Drive, Monroe, LA 71203

Company Web Address [www.centurylink.com/tariffs](http://www.centurylink.com/tariffs)

Regulatory Contact Person(s) Josh Motzer

Phone 614-221-5354

Fax 614-224-3902

Regulatory Contact Person's Email Address [Josh.Motzer@CenturyLink.com](mailto:Josh.Motzer@CenturyLink.com)

Contact Person for Annual Report Ken Buchan

Phone 318-362-1538

Address (if different from above)

Consumer Contact Information Donna Powell

Phone 800-788-3500

Address (if different from above)

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

| Exhibit | Description:  |
|---------|---|
| A       | The tariff pages subject to the proposed change(s) as they exist before the change(s)   |
| B       | The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.             |
| C       | A short description of the nature of the change(s), the intent of the change(s), and the customers affected.                          |
| D       | A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s). |

## Section I – Part I - Common Filings

|  |   |   |  |
|--|---|---|--|
| <b>Carrier Type</b><br><input type="checkbox"/> <b>Other</b> (explain below) | <input checked="" type="checkbox"/> <b>For Profit ILEC</b>                      | <input type="checkbox"/> <b>Not For Profit ILEC</b>                         | <input type="checkbox"/> <b>CLEC</b>                                     |
| Change terms & conditions of existing BLES                                   | <input type="checkbox"/> ATA <a href="#">1-6-14(H)</a><br>(Auto 30 days)        | <input type="checkbox"/> ATA <a href="#">1-6-14(H)</a><br>(Auto 30 days)    | <input type="checkbox"/> ATA <a href="#">1-6-14(H)</a><br>(Auto 30 days) |
| Introduce non-recurring charge, surcharge, or fee to BLES                    |   |   | <input type="checkbox"/> ATA <a href="#">1-6-14(H)</a><br>(Auto 30 days) |
| Introduce or Increase Late Payment   | <input type="checkbox"/> ATA <a href="#">1-6-14(I)</a><br>(Auto 30 days)        | <input type="checkbox"/> ATA <a href="#">1-6-14(I)</a><br>(Auto 30 days)    | <input type="checkbox"/> ATA <a href="#">1-6-14(I)</a><br>(Auto 30 days) |
| Revisions to BLES Cap.   | <input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a><br>(0 day Notice)        |   |  |
| Introduce BLES or expand local service area (calling area)                   | <input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a><br>(0 day Notice)        | <input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a><br>(0 day Notice)    | <input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a><br>(0 day Notice) |
| Notice of no obligation to construct facilities and provide BLES             | <input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a><br>(0 day Notice)        | <input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a><br>(0 day Notice)    |  |
| Change BLES Rates  | <input type="checkbox"/> TRF <a href="#">1-6-14(F)</a><br>(0 day Notice)        | <input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a><br>(0 day Notice) | <input type="checkbox"/> TRF <a href="#">1-6-14(G)</a><br>(0 day Notice) |
| To obtain BLES pricing flexibility   | <input type="checkbox"/> BLS <a href="#">1-6-14 (C)(1)(c)</a><br>(Auto 30 days) |   |  |
| Change in boundary   | <input type="checkbox"/> ACB <a href="#">1-6-32</a><br>(Auto 14 days)           | <input type="checkbox"/> ACB <a href="#">1-6-32</a><br>(Auto 14 days)       |  |
| Expand service operation area  |   |   | <input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)           |
| BLES withdrawal  |   |   | <input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a><br>(0 day Notice) |
| <b>Other*</b>  | <b>X</b>  |   |  |

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

| Type of Notice                         | Direct Mail              | Bill Insert              | Bill Notation            | Electronic Mail          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> 15-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> 30-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Date Notice Sent:</b>               |                          |                          |                          |                          |

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

| IOS                          | Introduce New            | Tariff Change            | Price Change             | Withdraw                 |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> IOS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

| Certification           | ILEC<br>(Out of Territory)  | CLEC   | Telecommunications<br>Service Provider<br>Not Offering Local           | CESTC  | CETC  |
|-------------------------|---|--|--|--|---|
| * See Supplemental form | <input type="checkbox"/> ACE <a href="#">1-6-08</a><br>* (Auto 30- day) | <input type="checkbox"/> ACE <a href="#">1-6-08</a><br>* (Auto 30 day) | <input type="checkbox"/> ACE <a href="#">1-6-08</a><br>* (Auto 30 day) | <input type="checkbox"/> ACE <a href="#">1-6-10</a><br>(Auto 30 day) | <input type="checkbox"/> UNC <a href="#">1-6-09</a><br>* (Non-Auto) |

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

| Certificate Status   | ILEC   | CLEC   | Telecommunications<br>Service Provider Not<br>Offering Local             |
|--|--|--|--|
| Abandon all Services   |  | <input type="checkbox"/> ABN <a href="#">1-6-26</a><br>(Auto 30 days)    | <input type="checkbox"/> ABN <a href="#">1-6-26</a><br>(Auto 30 days)    |
| Change of Official Name *  | <input type="checkbox"/> ACN <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> ACN <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> CIO <a href="#">1-6-29(C)</a><br>(0 day Notice) |
| Change in Ownership *  | <input type="checkbox"/> ACO <a href="#">1-6-29(E)</a><br>(Auto 30 days) | <input type="checkbox"/> ACO <a href="#">1-6-29(E)</a><br>(Auto 30 days) | <input type="checkbox"/> CIO <a href="#">1-6-29(C)</a><br>(0 day Notice) |
| Merger *   | <input type="checkbox"/> AMT <a href="#">1-6-29(E)</a><br>(Auto 30 days) | <input type="checkbox"/> AMT <a href="#">1-6-29(E)</a><br>(Auto 30 days) | <input type="checkbox"/> CIO <a href="#">1-6-29(C)</a><br>(0 day Notice) |
| Transfer a Certificate *   | <input type="checkbox"/> ATC <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> ATC <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> CIO <a href="#">1-6-29(C)</a><br>(0 day Notice) |
| Transaction for transfer or lease of property, plant or business * | <input type="checkbox"/> ATR <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> ATR <a href="#">1-6-29(B)</a><br>(Auto 30 days) | <input type="checkbox"/> CIO <a href="#">1-6-29(C)</a><br>(0 day Notice) |
|  |  |  |  |

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

| Carrier to Carrier  | ILEC   | CLEC  |
|---|--|---|
| Interconnection agreement, or amendment to an approved agreement                              | <input type="checkbox"/> NAG <a href="#">1-7-07</a><br>(Auto 90 day)     | <input type="checkbox"/> NAG <a href="#">1-7-07</a><br>(Auto 90 day)  |
| Request for Arbitration   | <input type="checkbox"/> ARB <a href="#">1-7-09</a><br>(Non-Auto)        | <input type="checkbox"/> ARB <a href="#">1-7-09</a><br>(Non-Auto)     |
| Introduce or change c-t-c service tariffs,  | <input type="checkbox"/> ATA <a href="#">1-7-14</a><br>(Auto 30 days)    | <input type="checkbox"/> ATA <a href="#">1-7-14</a><br>(Auto 30 days) |
| Request rural carrier exemption, rural carrier suspension or modification                     | <input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05<br>(Non-Auto)  |   |
| Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way. | <input type="checkbox"/> ATA <a href="#">1-3-04</a><br>(Auto 30 days)    |   |
|   |  |   |
| <b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>                                     | <input type="checkbox"/> RCC<br>[Registration &<br>Change in Operations] | <input type="checkbox"/> NAG<br>[Interconnection<br>Agreement or      |

#### Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

---

**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, CenturyLink, and am authorized to make this statement on its behalf.

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 27, 2016 at Monroe, Louisiana

\*/s/ , Regulatory Operations Analyst

July 27, 2016

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

---

**VERIFICATION**

I, Zarneisha Dixon verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*/s/ , Regulatory Operations Analyst

July 27, 2016

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

---

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

## EXHIBIT A

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

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Title Sheet

P.U.C.O. No. 12  
GENERAL EXCHANGE TARIFF

CENTURYTEL OF OHIO, INC.  
d/b/a CenturyLink

P.U.C.O. No. 12  
General Exchange Tariff

CANCELS

Prior P.U.C.O. No. 12  
General Customer Services Tariff

AND CANCELS

P.U.C.O. No. 1  
Pole Attachment Tariff

AND CANCELS

P.U.C.O. No. 11  
Exchange Rate Tariff

CenturyTel of Ohio, Inc. provides local and general exchange services

for All Exchanges Areas Served in the

STATE OF OHIO

and

Includes  
RATES, RULES AND REGULATIONS

Unless specified in the Company's Terms and Conditions located at <http://about.centurylink.com/legal>.

CenturyTel of Ohio, Inc. is a wholly owned subsidiary of CenturyLink, Inc. Services offered pursuant to this tariff may be offered under the brand name CenturyLink. All regulated and tariffed services offered by CenturyTel of Ohio, Inc. under its brand name CenturyLink are subject to the terms and conditions of this tariff.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Preface  
First Revised Sheet 2  
Cancels Original Sheet 2

### TABLE OF CONTENTS (Cont'd)

|   | <u>Sheet Number</u> |
|---|---------------------|
| Section 5 <u>N11 Abbreviated Dialing Codes</u>      |                     |
| 5.1      Description                                | 1                   |
| 5.2      Terms and Conditions                       | 2                   |
| 5.3      Rates                                      | 3                   |
| Section 6 <u>Miscellaneous Service Arrangements</u> |                     |
| 6.1      911 Emergency Service                      | 1                   |
| 6.2      Telecommunications Relay Service (TRS)     | 7                   |
| Section 7 <u>Lifeline</u>                           | (D)                 |
| 7.1      Lifeline                                   | 1                   |
|   | (D)                 |
| Section 8 <u>Pole Attachments</u>                   |                     |
| 8.1      General                                    | 1                   |
| 8.2      Attachment Permits and Charges             | 3                   |
| 8.3      Specifications                             | 3                   |
| 8.4      Replacement and Rearrangement              | 4                   |
| 8.5      Reservation of Rights and Inspection       | 4                   |
| 8.6      Risk of Loss, Liability and Insurance      | 5                   |
| 8.7      Rates and Billing                          | 6                   |
| Section 9 <u>Payphone Line Service</u>              | 1                   |
| 9.1      Conditions                                 | 1                   |
| 9.2      Responsibility of the Customer             | 2                   |
| 9.3      Violation of Regulations                   | 2                   |
| 9.4      Instrument Implemented Payphone Service    | 2                   |
| 9.5      Central Office (CO) Implemented Coin Line  | 3                   |
| 9.6      Features and Functions                     | 3                   |
| 9.7      Rates                                      | 4                   |

Issued: June 11, 2012

Effective: June 11, 2012

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Todd Schafer, Region President  
Wake Forest, North Carolina

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 1

### POLE ATTACHMENT

#### 8.1 GENERAL

##### 8.1.1 Conditions

Poles owned by the Company are designed and engineered to distribute telephone service using contemporary materials and are not intended for lease to the General Public. When the Company is contacted by a party requesting lease of pole space for attachments and the requesting party determines that telephone plant is adequate for their intended use, the Company may lease such space subject to this tariff and the accompanying application.

The leasing party, hereinafter referred to as Licensee, may not sublease pole space.

##### 8.1.2 Application Required

The Licensee must make application for use of pole space, subject to certain terms and conditions of this tariff. Acceptance of the application by the Company will be indicated by completion of the permit and the initiation of the service by the Company. The fully executed application and permit shall constitute a contract between the Licensee and the Company. The Licensee will be required to post bond and evidence of insurance as required.

##### 8.1.3 Use of Space

Licensee's attachments must be used only for the purposes Licensee states in the original application. Any use for other purposes or any use of pole space that causes interference to telephone service or to other Licensees may constitute a breach of the contract and may result in termination of the permit.

##### 8.1.4 Delays or Loss of Service

Licensee must hold the Company harmless for any loss of service or delay in service attributable to the lease of or delay in providing pole attachment space.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio



## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 2

### POLE ATTACHMENT

#### 8.1 GENERAL (Continued)

##### 8.1.5 Definitions

Community Antenna Television Service - means any service which consists of the distribution of broadcast television programs obtained off-the-air by Licensee's antenna or by means of an antenna tower or towers at distant locations and from which such broadcast program is transmitted to Licensee's Community Antenna Television System by relay facilities pursuant to appropriate Federal Communications Commission authorization. Such Community Antenna Service may also include, but is not limited to, music received off-the-air, "fill-in" music originating in Licensee's control house, news and weather announcements, occasional local television programs, occasional closed circuit television programs, and pay television programs.

Community Antenna Television System - means a non-broadcast facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment, under common ownership and control, that distributes or is designed to distribute to subscribers the signals of one or more television broadcast stations.

Joint User - means any public utility, governmental body or other entity which has or hereafter shall be granted, the right to jointly use any pole owned by the Company, and any owner of poles to which the Company has been extended joint use attachment privileges.

Licensee's Equipment - means any facility or equipment of whatever kind owned or controlled by Licensee, including but not limited to aerial wires, drop wires, tap-offs, cables and associated appliances such as amplifiers, power supply equipment and other transmission apparatus used in connection with the operation of Licensee's System.

Telephone Company Poles - means poles owned or controlled by the Company and poles owned by others in which the Company has the right to contract for use of the communications portion of the poles and used, in whole or in part, for wire communications by the Company.

##### 8.1.6 Tree Trimming

All tree trimming required on account of Licensee's equipment shall be done by Licensee at its sole risk and expense and in a manner satisfactory to the Company and any other Licensee. No tree shall be trimmed without written permission of the Company, except those trees on private property of Licensee's subscribers when necessary for clearance of Licensee's service drops.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 3

### POLE ATTACHMENT

#### 8.2 ATTACHMENT PERMITS AND CHARGES

##### 8.2.1 Licensee Authorization

- a. Prior to making any application for lease of pole attachment space, Licensee must possess the necessary authority to construct, install, erect and maintain its equipment within the public streets, highways, alleys and other thoroughfares of the service areas. Licensee shall submit satisfactory evidence to the Company of such authorization.
- b. Licensee agrees to assist in and bear all expense of securing any consents, permits or licenses that may be required of the Company by reason of this tariff filing or the associated contract. Upon (60) days' prior written notice from the Company to Licensee that the use of any poles is forbidden by any public authority or property owner, the permit covering the use of such facility or facilities shall immediately terminate and Licensee shall remove its equipment from the affected poles.

#### 8.3 SPECIFICATIONS

##### 8.3.1 Licensee's Equipment

Licensee's equipment, in each and every location, including all equipment which is not attached to the Company's poles but which in any way may result in excessive or improper voltages or current being impressed upon any facility of the Company or in any hazard to Telephone Company employees or to the public, shall be erected, installed, maintained, and removed in accordance with the requirements and specifications of the National Electrical Safety Codes, as amended and revised, and in compliance with any applicable rules, regulations or orders now in effect or hereafter issued by any federal, state, municipal, or other public authority having jurisdiction.

##### 8.3.2 Licensee's Cable and Distribution System

Licensee agrees that trunk and distribution cable attached to Telephone Company poles will be of the latest State-of-The-Art design at the time of placement, which meets or exceeds all Federal Communications Commission Radiation Leakage requirements.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 4

### POLE ATTACHMENT

#### 8.4 REPLACEMENT AND REARRANGEMENT

##### 8.4.1 Inadequate Facilities

If any of the Company's facilities are inadequate to support or accommodate the Licensee's facilities in accordance with the specifications set forth in this tariff or the associated contract, but the Company nevertheless determines that it is willing to permit the attachment of Licensee's equipment to such poles it will inform the Licensee of the estimated costs which it will be required to bear to rearrange, construct, change or otherwise make available the space required by Licensee. Upon acceptance by Licensee of the Company's estimate of the cost involved, the Company will place orders for materials and begin to make its facilities suitable for Licensee. Licensee must make arrangements with any other licensee or joint user for rearrangement of those facilities where required.

##### 8.4.2 Determinations of Costs

All costs, expenses and capital investment subject to reimbursement shall be determined in accordance with the regular and customary methods of determining costs, expenses and capital investments on the books and records of the Company.

##### 8.4.3 Billing for Telephone Company Charges

Bills for replacement, rearrangement, engineering, inspection, expenses and other charges other than rentals for attachment to poles shall be payable within thirty (30) days after presentation to Licensee.

#### 8.5 RESERVATION OF RIGHTS AND INSPECTIONS

##### 8.5.1 Ownership of Facilities

No use, however extended, of the Company facilities and no payments made under this tariff and the associated contract or other action of the Company shall create or vest in Licensee any ownership or property rights in the Company's facilities and Licensee's rights therein shall remain a mere license. Nothing in this tariff shall be construed to compel the Company to maintain any facilities for a period longer than necessitated by its own service requirements.

##### 8.5.2 Right to Operate

The Company reserves to itself, its successors and assigns, and joint users, the right to construct, install, operate and maintain its facilities in such manner, as in its judgment shall best enable it to fulfill its service or operating requirements, including consideration of economy and safety

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 5

### POLE ATTACHMENT

#### 8.5 RESERVATION OF RIGHTS AND INSPECTIONS (Continued)

##### 8.5.3 Other Rights Not Affected

Nothing in this tariff shall be construed as affecting the rights and privileges previously granted by the Company, by contract or otherwise, to others to use any poles and the Company retains the right to continue and extend such rights and privileges. The attachment privileges provided for herein shall at all times be subject to such existing contracts and agreements. Nothing contained in this tariff shall be construed as affecting or limiting the right of the Company to make additional contracts or agreements with other persons, firms, corporations or associations for the joint use of its poles.

##### 8.5.4 Inspections

The Company reserves the right to inspect at any time each new attachment or placement of Licensee's equipment on Telephone Company poles and to make inspections semiannually of the entire space of Licensee. The Licensee shall reimburse the Company for the expense of such inspections. Such inspections or lack thereof shall not operate in any way to relieve the Licensee or its insurer of any responsibility, obligation or liability.

#### 8.6 RISK OF LOSS, LIABILITY AND INSURANCE

##### 8.6.1 Damage to Telephone Company Property

In the event Licensee, its contractors, agents or employees cause damage to the property of the Company or other joint users and damage is caused by the presence or placement or attachment of Licensee's equipment to Telephone Company facilities, Licensee shall assume all responsibility for, and agrees promptly to reimburse in full, the Company and through the Company the joint users, for all loss and expense occasioned by such damage. The Licensee shall make immediate report to the Company of the occurrence of any such damage.

##### 8.6.2 Hold Harmless

The Licensee shall indemnify, protect, save harmless and insure the Company and any joint user from and against all claims or demands for damages as a result of injury or destruction of property or as a result of injury to or death of a person or persons, including payments made under Workmen's Compensation law or under any plan for employee's disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the creation, installation, maintenance, presence, use, rearrangements, or removal or withdrawal, or abandonment of the attachments or placement of Licensee's equipment on the Company's facilities or by the proximity of Licensee's equipment, apparatus and appliances or by an act of Licensee, its contractors, agents and employees on or in the vicinity of the Company's facilities.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

Original Sheet 6

### POLE ATTACHMENT

#### 8.6 RISK OF LOSS, LIABILITY AND INSURANCE (Continued)

##### 8.6.3 Certificate of Insurance

Licensee shall submit to the Company evidence of Licensee's insurance coverage in such form and with such companies as is satisfactory to the Company, for such types of insurance and in such amounts as requested by the Company. All insurance shall be furnished by Licensee at its own expense and shall remain in force for the entire period that Licensee's attachments occupy space on the Company's facilities.

##### 8.6.4 Other Liability

In addition, Licensee shall indemnify, protect, save harmless and insure the Company and any joint user;

- a. with respect to all communications transmitted over Licensee's system from and against claims and demands for infringement of copyright, libel, slander, business disparagement, unauthorized use or treatment of television broadcast programs or other programs of other program material, infringement of patents with respect to the manufacture, use or operation of Licensee's equipment arising from the use of Licensee's equipment in combination with the Company's poles and;
- b. from and against any and all claims and demands which may arise out of or be caused by electrical voltages and currents being conducted over Licensee's equipment, including drop wires, whether resulting from lightning, electrical power line current or other wise and regardless of whether such electrical voltages and currents were also conducted along and through the Company's facilities and;
- c. for all loss and expense which may result from any claims of governmental bodies, property owners or others that Licensee has not a sufficient right or authority for placing and maintaining its equipment at the location of the Company's poles.

##### 8.6.5 Interruptions of Service

The Company shall not be liable to the Licensee, its customers or any others, for any interruptions to service of Licensee or for any interference with the operation of Licensee's equipment arising in any manner out of the use of the Company's poles hereunder unless due solely to the Company's negligence and in any event, the extent of the Company's liability shall be limited to the actual damage, if any, caused to Licensee's equipment.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## EXHIBIT A

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

Section 8

### P.U.C.O. NO. 12 GENERAL EXCHANGE TARIFF

Original Sheet 6

#### POLE ATTACHMENT

#### 8.6 RISK OF LOSS, LIABILITY AND INSURANCE (Continued)

##### 8.6.1 Bond

Licensee shall furnish a bond issued by a company satisfactory to the Company to cover the faithful performance by Licensee of its obligations under this tariff. The amount of the bond shall be computed on the basis of twenty-five dollars (\$25.00) for each pole attached or occupied by Licensee; provided, however, that the minimum amount of said bond shall be one thousand dollars (\$1,000). All bonds must specify that the Company be notified thirty (30) days prior to expiration or cancellation of bond.

#### 8.7 RATES AND BILLING

##### 8.7.1 Attachment Fee

Per Pole Attachment

Per Year  
\$2.95

##### 8.7.2 Payments

Rental payments shall be made annually, in advance, on the 15th day of January of each year. The amount of the advance payment shall be the amount shown in 8.7.1 above times the number of poles physically contacted on each December 15th preceding payment date. In addition, Licensee shall pay to the Company, on the 15th day of January of each year, for past occupancy, the amount of the fee in excess, if any, of the number of poles physically contacted on December 15th over the number of poles physically contacted on the preceding December 15th.

##### 8.7.3 Termination of Service

Upon termination of service, the rental payment shall be prorated to the time of actual occupancy during the final annual period and shall be set off against the advance rental paid by Licensee for that period. Rental shall be payable for poles physically contacted by Licensee without regard to whether service is actually provided through the attached facilities.

##### 8.7.4 Adjustments in Attachment Fee

The attachment fee in existence at the time of the advance billing shall apply to additional attachments made during the billing.

Issued: April 29, 2011

Effective: May 1, 2011

CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Duane Ring, Vice President  
LaCrosse, Wisconsin

In accordance with Case No.: 90-5010-TP-TRF  
Issued by the Public Utilities Commission of Ohio

## **EXHIBIT B**

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

P.U.C.O. NO. 12  
GENERAL EXCHANGE TARIFF

First Revised Title Sheet  
Cancels Original Title Sheet

P.U.C.O. No. 12  
GENERAL EXCHANGE TARIFF

CENTURYTEL OF OHIO, INC.  
d/b/a CenturyLink

P.U.C.O. No. 12  
General Exchange Tariff

CANCELS

Prior P.U.C.O. No. 12  
General Customer Services Tariff

AND CANCELS

P.U.C.O. No. 1  
Pole Attachment Tariff \*\*

(T)

AND CANCELS

P.U.C.O. No. 11  
Exchange Rate Tariff

CenturyTel of Ohio, Inc. provides local and general exchange services

for All Exchanges Areas Served in the

STATE OF OHIO

and

Includes  
RATES, RULES AND REGULATIONS

Unless specified in the Company's [Local Terms of Service for Non-Basic Local Exchange Services](http://www.CenturyLink.com/tariffs)  
located at [www.CenturyLink.com/tariffs](http://www.CenturyLink.com/tariffs).

(C)  
(C)

CenturyTel of Ohio, Inc. is a wholly owned subsidiary of CenturyLink, Inc. Services offered pursuant to this tariff may be offered under the brand name CenturyLink. All regulated and tariffed services offered by CenturyTel of Ohio, Inc. under its brand name CenturyLink are subject to the terms and conditions of this tariff.

**\*\* P.U.C.O. No. 1, Pole Attachment Tariff, was reissued on June 20, 2016 in accordance with Case No. 15-0890-TP-UNC. Accordingly, Section 8, Pole Attachment, of this P.U.C.O. No. 12 was subsequently deleted in its entirety.**

(N)  
|  
(N)

Issued: July 27, 2016  
CenturyTel of Ohio, Inc. d/b/a CenturyLink  
By Bill Hanchey, Vice President  
Wake Forest, North Carolina  
OH 16-10

Effective: July 27, 2016  
In accordance with Case Nos.: 90-5010-TP-TRF  
and 16-1585-TP-ATA  
Issued by the Public Utilities Commission of Ohio



TABLE OF CONTENTS (Cont'd)

|           |   | <u>Sheet Number</u> |
|-----------|---|---------------------|
| Section 5 | <u>N11 Abbreviated Dialing Codes</u>          |                     |
|           | 5.1 Description                               | 1                   |
|           | 5.2 Terms and Conditions                      | 2                   |
|           | 5.3 Rates                                     | 3                   |
| Section 6 | <u>Miscellaneous Service Arrangements</u>     |                     |
|           | 6.1 911 Emergency Service                     | 1                   |
|           | 6.2 Telecommunications Relay Service (TRS)    | 7                   |
| Section 7 | <u>Lifeline</u>                               |                     |
|           | 7.1 Lifeline                                  |                     |
| Section 8 | <u>Reserved for Future Use</u>                |                     |
| Section 9 | <u>Payphone Line Service</u>                  | 1                   |
|           | 9.1 Conditions                                | 1                   |
|           | 9.2 Responsibility of the Customer            | 2                   |
|           | 9.3 Violation of Regulations                  | 2                   |
|           | 9.4 Instrument Implemented Payphone Service   | 2                   |
|           | 9.5 Central Office (CO) Implemented Coin Line | 3                   |
|           | 9.6 Features and Functions                    | 3                   |
|           | 9.7 Rates                                     | 4                   |

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**Reserved for Future Use\*\***

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**\*\* THIS FIRST REVISED PAGE 1 ALSO CANCELS ORIGINAL SHEETS 2 THROUGH 6 OF THIS SECTION.**

(N)

(N)

# EXHIBIT C

This filing removes the obsolete Section 8, Pole Attachment, from the Company's P.U.C.O. No. 12 General Exchange Tariff. Terms, conditions, and rates governing pole attachments are now located in CenturyLink's Pole Attachment and Conduit Occupancy Tariff P.U.C.O. No. 1, which was issued and effective on June 20, 2016 in compliance with the Commission's Finding and Order dated May 18, 2016 and issued June 1, 2016, in Case No. 15-890-TP-ATA.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**7/27/2016 4:16:31 PM**

**in**

**Case No(s). 16-1585-TP-ATA**

Summary: Tariff Remove the obsolete Section 8, Pole Attachment electronically filed by Mrs. Zarneisha Dixon on behalf of CenturyTel of Ohio, Inc. d/b/a CenturyLink and Dixon, Zarneisha Mrs. and Mrs.