

December 1, 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: United Telephone Company of Ohio d/b/a CenturyLink

Case No. 90-5041-TP-TRF and Case No. 16-2126-TP- ATA

Dear Ms. McNeal:

Attached for filing, please find the following **FINAL** tariff revisions for United Telephone Company of Ohio d/b/a CenturyLink's Tariff. These revisions were approved on November 27, 2016.

Preface, Second Revised Sheet 2 Section 1, First Revised Sheet 1 Section 1, Fourth Revised Sheet 6 Section 7, Third Revised Sheet 1 Section 7, Second Revised Sheet 2 Section 7, Second Revised Sheet 3

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

Sincerely,

Zarneisha Dixon

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cc: Joshua Motzer, Centurylink

OH 16-12 (UT)

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# P.U.C.O. NO. 5 GENERAL EXCHANGE TARIFF

Second Revised Sheet 2 Cancels First Revised Sheet 2

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Issued: October 28, 2016 Effective: December 2, 2016

United Telephone Company Of Ohio By Bill Hanchey, Vice President Wake Forest, North Carolina

#### P.U.C.O. NO. 5 GENERAL EXCHANGE TARIFF

First Revised Sheet 1 Cancels Original Sheet 1

#### **GENERAL REGULATIONS**

This tariff does not permit, by a certified local exchange carrier or any other entity, the purchase of local residential service for resale as business service. **This tariff also does not** permit the purchase of Lifeline **Assistance Programs** for resale to **non-**qualifying Lifeline customers. Such resale is prohibited.

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#### I. DESCRIPTION

The following general regulations are applicable in addition to other regulations, rates and charges specified in other sections of this tariff as they may be revised, added to or supplemented by superseding sheets.

#### II. LIABILITY AND OBLIGATION OF TELEPHONE COMPANY

#### A. Availability of facilities

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable facilities and rights-of-way without unreasonable expense and to provide for the installation and testing of those facilities required incident to the furnishing and maintenance of that service.

#### B. Unauthorized Access and Hacking

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

#### C. Liability of Telephone Company

1. Due to the fact that the subscriber has exclusive control of his communications over facilities furnished him by the Telephone Company, and of the other uses for which facilities may be furnished him by the Telephone Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Telephone Company are subject to terms, conditions and limitations as herein specified.

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United Telephone Company Of Ohio By Bill Hanchey, Vice President Wake Forest, North Carolina

Section 1
Fourth Revised Sheet 6
Cancels Third Revised Sheet 6

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#### **GENERAL REGULATIONS**

#### VII. LATE PAYMENT CHARGE

A late payment charge of four (4%) percent or \$7.00, whichever is greater, will be applied to the current month's residential customer bills which remain unpaid after the due date. Each residential customer account shall be permitted a one-time waiver of a monthly late payment charge in cases where the customer has already paid the monthly bill for which the late payment charge was applied, and upon the request of the customer.

A late payment charge of four (4%) percent or \$11.00, whichever is greater, will be applied to the current month's business customer bills which remain unpaid after the due date.

- A. Payments will not be considered delinquent if the account is paid in full by the due date. The due date printed on the bill will not be sooner than nineteen days after the postmark on the bill.
- B. The late payment charge will not be applied to any amount billed as taxes by federal, state or local governments.
- C. The late payment charge will not be applied to any previous late payment charges.
- D. The late payment charge will not apply to any Interexchange Carrier billing to which a late payment fee has already been rendered by an Interexchange Carrier.
- E. The late payment charge will not apply to amounts that are in dispute.
- F. Late payment charges will not apply to service order charges associated with commencement of a Lifeline Assistance Program.

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United Telephone Company Of Ohio By Bill Hanchey, Vice President Wake Forest, North Carolina

# P.U.C.O. NO. 5 Third Revised Sheet 1 GENERAL EXCHANGE TARIFF Cancels Second Revised Sheet 1

#### LIFELINE ASSISTANCE PROGRAMS

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Pursuant to FCC order 15-71, adopted June 18, 2015, the Company no longer provides Lifeline discounted service to resellers as of August 15, 2016.

Customers who received Lifeline Assistance prior to December 2, 2016 will continue to receive benefits until their annual re-certification date, at which time customers must demonstrate their continued eligibility by meeting the eligibility requirements in effect as of December 2, 2016.

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#### I. Federal Lifeline Programs

# A. Description

The Federal Lifeline Program assists qualified low-income applicants with reductions in their monthly Local Exchange Service rate. The assistance applies to a single telephone line or broadband service at the applicant's principal place of residence.

## **B.** Eligibility Requirements

To receive assistance an applicant must demonstrate an annual household income at or below 135 percent of the federal poverty guidelines, or must demonstrate participation by the applicant, applicant's dependent(s) or a member of applicant's household [1] in one of the following programs:

- Federal Public Housing Assistance (FPHA) or Section 8
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Veterans Pension Benefit and Survivors Pension

#### C. Terms and Conditions

1. An applicant may request Lifeline assistance through completion and submission of a form provided by the Company or by an agent of the state or Federal Communications Commission.

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United Telephone Company Of Ohio In accorda

By Bill Hanchey, Vice President Wake Forest, North Carolina

Issued: October 28, 2016

In accordance with Case No.: 90-5041-TP-TRF and Case No. 16-2126-TP-ATA Issued by the Public Utilities Commission of Ohio

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A household is defined, for purposes of administering this program, as any individual or group of individuals who live together at the same address and share income and expenses.

#### P.U.C.O. NO. 5 GENERAL EXCHANGE TARIFF

Second Revised Sheet 2
Cancels First Revised Sheet 2

#### LIFELINE ASSISTANCE PROGRAMS

(C)

#### I. Federal Lifeline Programs

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# C. Terms and Conditions (Cont'd)

- 2. The Federal Lifeline Program credit may be applied to any qualifying residential Local Exchange Service provided by the Company (including Packaged Services).
- 3. Customers are limited to one credit per household, which may be applied towards a qualifying wireline service, broadband service or a bundled voice and data service package. Customers are not eligible to receive a credit from the Company if they receive a Federal Lifeline Program credit for a service provided by another Eligible Telecommunications Carrier or Lifeline Broadband Provider.
- 4. The Federal Lifeline Program credit will be pro-rated on the basis of a 30-day month from the effective date of the customer's application.
- 5. Applicants must provide proof of eligibility and be deemed eligible for participation before monthly credits begin. Credits will only be issued on a go-forward basis.
- 6. Nonrecurring charges will not apply when establishing this program on existing service.
- 7. Partial payments made by Lifeline customers will be applied first towards local service charges.

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United Telephone Company Of Ohio By Bill Hanchey, Vice President Wake Forest, North Carolina

#### P.U.C.O. NO. 5 GENERAL EXCHANGE TARIFF

Second Revised Sheet 3
Cancels First Revised Sheet 3

#### LIFELINE ASSISTANCE PROGRAMS

(C)

#### I. Federal Lifeline Programs

(N)

#### C. Terms and Conditions (Cont'd)

- 8. Toll Restriction (also known as Toll Blocking) is available to Lifeline customers upon request at no charge. No service deposit will be required for applicants who voluntarily elect toll restriction with the initiation of Lifeline service.
- 9. Any Lifeline customer who has a past due balance in toll message charges will be automatically restricted from access to toll services until the outstanding balance is paid. The customer will not be charged for the toll restriction placed on the account. The Restoration Charge applies to Lifeline customers whose message toll service has been restricted for nonpayment.
- 10. If a Lifeline customer is toll restricted for a second occurrence, the Company may, at its discretion, place the Lifeline customer on a permanent toll restriction. A Lifeline subscriber's request for reconnection or re-establishment of local service will not be denied if the service was previously suspended or disconnected for non-payment of toll charges.
- D. Monthly Credit

Credit Amount

Federal Lifeline Program Credit, per month

\$9.25

# II. Link-Up Program

Link-Up assistance for non-Tribal Lifeline customers was eliminated as of April 1, 2012, pursuant to the FCC's Lifeline and Link Up Reform and Modernization, Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 11-42, FCC 12-11 (rel. Feb. 6, 2012).

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United Telephone Company Of Ohio By Bill Hanchey, Vice President Wake Forest, North Carolina

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Summary: Tariff Final Tariff Filing electronically filed by Mrs. Zarneisha Dixon on behalf of United Telephone Company of Ohio d/b/a CenturyLink