

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

(Effective: 10-11-2017)

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 United Telephone Company of Ohio, Inc. dba ) TRF Docket No. 90 -  
CenturyLink )  
to Resale Forbearance Amendment to the Resale Agreement between United ) Case No. 20 - 1029 - **TP - NAG**  
Telephone Company of Ohio, Inc. dba CenturyLink and Spectrotel, Inc. ) NOTE: Unless you have reserved a Case #, leave the  
"Case No" fields BLANK.

Name of Registrant(s) United Telephone Company of Ohio, Inc.  
DBA(s) of Registrant(s) CenturyLink  
Address of Registrant(s) 100 CenturyLink Dr., Monroe, LA 71203  
Company Web Address www.centurylink.com  
Regulatory Contact Person(s) Josh Motzer Phone 614-221-5354 Fax 614-224-3902  
Regulatory Contact Person's Email Address Josh.Motzer@centurylink.com  
Contact Person for Annual Report Lisa Grantham Phone 318-388-9696  
Address (if different from above) 100 CenturyLink Dr., Monroe, LA 71203  
Consumer Contact Information Donna Powell Phone 800-238-3095  
Address (if different from above) CenturyLink Executive & Regulatory Services, 100 CenturyLink Dr., Monroe, LA 71203

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 Ohio Administrative Code 4901:1-6.

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code 4901:1-7, and Wireless is Pursuant to Ohio Adm.Code 4901:1-6-24.

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 Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website 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 PUCO.

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

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

| <b>Type of Notice</b>                  | <b>Direct Mail</b>       | <b>Bill Insert</b>       | <b>Bill Notation</b>     | <b>Electronic Mail</b>   |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| <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

| <b>IOS</b>                   | <b>Introduce New</b>     | <b>Tariff Change</b>     | <b>Price Change</b>      | <b>Withdraw</b>          |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <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<br>form | <input type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30- day) | <input type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-10</u><br>(Auto 30 day) | <input type="checkbox"/> UNC <u>1-6-09</u><br>* (Non-Auto) |

\*Supplemental Certification forms can be found on the PUCO webpage.

## 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 <u>1-6-26</u><br>(Auto 30 days)    | <input type="checkbox"/> ABN <u>1-6-26</u><br>(Auto 30 days)    |
| Change of Official Name *   | <input type="checkbox"/> ACN <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ACN <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Change in Ownership *   | <input type="checkbox"/> ACO <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> ACO <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Merger *  | <input type="checkbox"/> AMT <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> AMT <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Transfer a Certificate *  | <input type="checkbox"/> ATC <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATC <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Transaction for transfer or lease of<br>property, plant or business * | <input type="checkbox"/> ATR <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATR <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><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 PUCO's webpage 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<br>an approved agreement   | <input checked="" type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)              | <input type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)                                      |
| Request for Arbitration   | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)                            | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)   |
| Introduce or change c-t-c service tariffs   | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 days)                        | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 days)                                     |
| Request rural carrier exemption, rural carrier<br>suspension or modification  | <input type="checkbox"/> UNC <u>1-7-04 or 05</u><br>(Non-Auto)                      |  |
| Changes in rates, terms & conditions to Pole<br>Attachment, Conduit Occupancy and Rights-<br>of-Way. (13-579-AU-ORD 11/30/16 Entry) | <input type="checkbox"/> ATA <u>1-3-04</u><br>(Auto 60 days)                        |  |
|   |   |  |
| <b>Wireless Providers</b> See <u>4901:1-6-24</u>  | <input type="checkbox"/> RCC<br>[Registration &<br>Change in Operations]<br>(0 day) | <input type="checkbox"/> NAG<br>[Interconnection<br>Agreement or<br>Amendment] (Auto 90<br>days) |

**Section IV. – Attestation**

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

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

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

\_\_\_\_\_  
(Name)

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 Ohio Adm.Code 4901:1-6-7.

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

Executed on \_\_\_\_\_  
(Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*Signature and \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

*\*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.*

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**VERIFICATION**

I, \_\_\_\_\_, 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.

\*Signature and \_\_\_\_\_  
Title \_\_\_\_\_ Sharon A. Craft, Sr. Paralegal Date 5/12/20

*\*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.*

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File document electronically as directed in case number 06-900-AU-WVR  
or

*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**

**Resale Forbearance Amendment  
to the Master Resale Agreement between  
United Telephone Company of Ohio d/b/a CenturyLink  
and  
Spectrotel, Inc.  
for the State of Ohio**

This Amendment to the Master Resale Agreement ("Agreement") is entered into by and between United Telephone Company of Ohio d/b/a CenturyLink ("CenturyLink"), and Spectrotel, Inc. ("CLEC"), in its capacity as a certified provider of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party".

**RECITALS**

WHEREAS, the Parties entered into a Master Resale Agreement ("Agreement") for service in the state of Ohio which was effective on August 24, 2012; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order"), which became effective upon release; and

WHEREAS, the Parties agree that the Forbearance Order is a change in Applicable Law that, pursuant to the terms of the Agreement, may be incorporated through an amendment to the Agreement; and

WHEREAS, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required, in order to implement the terms of the Forbearance Order and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions for Resale as set forth in attachments and Table 1 to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated CLEC Checklist. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, the CLEC's bills

shall be deemed accurate and adjusted without error.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Spectrotel, Inc.**

Rebecca H. Sommi

Rebecca H. Sommi (Mar 30, 2020)

Signature

Rebecca H. Sommi

Name Printed/Typed

VP of Carrier Relations

Title

Mar 30, 2020

Date

**United Telephone Company of Ohio  
d/b/a CenturyLink**

Kimberly J. Povirk

Kimberly J. Povirk (Mar 31, 2020)

Signature

Kimberly J. Povirk

Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title

Mar 31, 2020

Date

## ATTACHMENT 1

**1. Resale Provisions** – Pursuant to the Forbearance Order, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement is altered as follows:

- a. Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
- b. February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. CenturyLink will process and complete any orders received prior to February 2, 2020, so long as those orders do not have a delivery date of any future date and are asked to be delivered on a normal or expedited timeframe in the ordinary course of business. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
  - i. For any services procured for resale under the terms of the Agreement ("Existing Resale Services") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Table 1 of the Agreement.
  - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any Order for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further Order for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff. CenturyLink may request CLEC put something in the Remarks section on the LSR when submitting resold orders after February 2, 2020.
    - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, CenturyLink may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.

2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered ("Resale True-Up Bill") removing the discount for such services and billing under the Tariffs at full tariffed prices. CLEC agrees not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs. The Parties are free to mutually agree on conversion processes that may be implemented, whether under a separate agreement or as a further amendment to this Agreement.



Table 1 - Rates

| KEY CODES |       | Embarq - Ohio  |   | February 2020 |
|-----------|-------|--|---|---------------|
| MRC       | NRC   | Resale Elements  |   |               |
|           |       | <b>Account Establishment Charge (*A, *B)</b>                               | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | Account Establishment  |   | \$0.00        |
|           |       |  |   |               |
|           |       | <b>Customer Service Record Search (*A, *B)</b>                             | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | CSR - Manual   |   | \$13.79       |
|           |       | CSR - Automated  |   | \$0.00        |
|           |       |  |   |               |
|           |       | <b>Resale Discounts (*A, *B)</b>   | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | Other than Operator / DA   | 13.85%                                  |               |
|           |       | Op Assist / DA   | 16.07%                                  |               |
|           |       |  |   |               |
|           |       | <b>Usage File Charges (*A, *B)</b>   | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | Message Provisioning, per message  | \$0.000684                              |               |
|           |       | Data Transmission, per message   | \$0.000000                              |               |
|           |       | Media Charge - per CD (Price reflects shipping via regular U.S. Mail)      |   | \$18.00       |
|           |       |  |   |               |
|           |       | <b>Other Charges (*A, *B)</b>  | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | Temporary Suspension of Service for Resale - <b>SUSPEND</b>                |   | \$0.00        |
|           |       | Temporary Suspension of Service for Resale - <b>RESTORE</b>                |   | \$21.00       |
|           |       | PIC Change Charge, per change  |   | Per Tariff    |
|           |       | Operator Assistance / Directory Assistance Branding                        |   | ICB           |
|           |       |  |   |               |
|           |       | <b>UNE Loop, Tag &amp; Label / Resale Tag &amp; Label (*A, *B)</b>         | <b>MRC</b>                              | <b>NRC</b>    |
|           | I0005 | Tag and Label on a reinstall loop or an existing loop or resale            |   | \$8.80        |
|           |       |  |   |               |
|           |       | <b>Directory Services (*A, *B)</b>   | <b>MRC</b>                              | <b>NRC</b>    |
|           |       | Directory - Premium & Privacy Listings                                     | Refer to<br>Applicable Retail<br>Tariff |               |
|           |       | Ad Hoc (Each Additional ) Galley   |   | \$150.00      |
|           |       | Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services) | \$0.00                                  |               |
|           |       |  |   |               |

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

**Commission of Ohio Docketing Information System on**

**5/12/2020 2:00:36 PM**

**in**

**Case No(s). 20-1029-TP-NAG**

Summary: Agreement Resale Forbearance Amendment to the Master Resale Agreement between United Telephone Company of Ohio, Inc. dba CenturyLink and Spectrotel, Inc. electronically filed by Mrs. Sharon Craft on behalf of United Telephone Company of Ohio d/b/ a CenturyLink and Spectrotel, Inc.