

April 1, 2019

Missouri Public Service Commission Governor Office Building 200 Madison P.O. Box 360 Jefferson City, MO 65102-0360

Dear Secretary:

Attached for electronic filing are revisions to the Spectra Communications Group, LLC d/b/a CenturyLink, Access Service Tariff, P.S.C. MO.-No. 2. These revisions are filed, in accordance with Missouri Public Service Commission Rules and Regulations and electronically submitted with an April 1, 2019 issue date and a proposed effective date of May 1, 2019.

This filing is being issued to propose updated language associated with the discontinuance of services by eliminating the use of certified U.S. Mail. Changes proposed in this filing would also allow customer notice by email if the customer is billed electronically or consents to receiving electronic notification.

The following tariff revisions are included in this filing:

Section 2: 1st Revised Sheet 11 Section 8: 2nd Revised Sheet 258

Should you have questions or need additional information regarding this filing, please contact me at 913-353-7070 or via email.

Sincerely,

Christing L Chushuk

Christina Chushuk Manager – Regulatory Compliance & Analytics

Attachments

Pc: Al Lubeck Office of Public Counsel (e-mail)

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MO19-01A (Spectra)#

Effective: May 1, 2019

#### FACILITIES FOR INTRASTATE ACCESS

#### 2. <u>GENERAL REGULATIONS</u> (Cont'd)

- 2.1 <u>Undertaking of the Telephone Company</u> (Cont'd)
  - 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

- 2.1.8 Discontinuance and Refusal of FIA
  - (A) Unless the provisions of 2.2.2(B) apply, if the customer fails to comply with the provisions of 2.1.6, 2.3.1, and 2.4.1(D), including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by mail or by email if the customer is billed electronically or consents to receiving electronic notification, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
  - (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as in (A), the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.

Chantel Bosworth Director Government Operations New Century, Kansas

# FACILITIES FOR INTRASTATE ACCESS

### 8. <u>ANCILLARY SERVICES</u> (Cont'd)

- 8.1 <u>GENERAL</u> (Cont'd)
  - 8.1.2 <u>Regulations</u> (Cont'd)
    - (A) <u>Undertaking of the Telephone Company</u> (Cont'd)
      - (1) Provision of Ancillary Services (Cont'd)
        - (b) (Cont'd)

When the Telephone Company is notified that, due to error or omission, incomplete data has been provided to a customer, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide new electronic files to the customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the customer. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in the preceding paragraph.

- (c) The Telephone Company shall be responsible for contacts and arrangements with the end user concerning the billing, collecting, crediting and adjusting of the customer's service charges, when the Telephone Company provides Inquiry Service as set forth in 8.1.3(K).
- (d) Message Bill Processing, Bill Rendering, Specialized Billing Service and Inquiry Services will only be offered by the Telephone Company with the purchase of receivables. The Telephone Company will purchase the customer's receivables at a discount from face value. The exact contents of the discount factor and specific settlement procedures will be contained in individual contractual arrangements signed by each customer.

# (2) Discontinuance and Refusal of Ancillary Services

- (a) If the customer fails to comply with the provisions herein, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written, by mail or by email if the customer is billed electronically or consents to receiving electronic notification, from the Telephone Company to an officer of the customer requesting payment for such noncompliance, the Telephone Company may discontinue the provision of the Ancillary Services. In case of such discontinuance, all applicable charges shall immediately become due.
- (b) If the customer repeatedly fails to comply with the provisions of this section in connection with the provision of Ancillary Services and fails to correct such course of action after notice as set forth in (a) preceding, the Telephone Company may refuse applications for additional Ancillary Services.

Effective: May 1, 2019

(C)

Issued: April 1, 2019

Chantel Bosworth Director Government Operations New Century, Kansas