



**Via Electronic Filing**

February 28, 2017

Ms. Beth Salak  
Director, Division of Competitive Markets and Enforcement Telecommunications  
Attention: Tariff Section  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: **TL727**

Dear Ms. Salak:

Attached for filing, please find the following revised pages of the Access Service Tariff for Embarq Florida, Inc. d/b/a CenturyLink. This filing is submitted with a proposed effective date of April 1, 2017. The tariff pages enclosed for review and approval are:

Section 2	Second Revised Page 31
	Second Revised Page 32
	Second Revised Page 33
	Third Revised Page 35
Section 3	Second Revised Page 8

This filing proposes to change the late payment penalty to \$0.000407 per day to gain Company-wide standardization within interstate and intrastate access tariffs, where possible. Customers were notified of this change.

If you have questions or need additional information regarding this filing, please contact me at the phone number or the e-mail address listed below.

Sincerely,

/s/ Debra Levy

Debra Levy  
Manager, Regulatory Operations

Attachments

ec: Sandy Khazraee, CenturyLink  
Christie Pontis, CenturyLink

FL17-01A

**DEBRA LEVY**  
Debra.Levy@CenturyLink.com  
600 New Century Parkway  
New Century, KS 66031  
Voice: (913) 353-7088

ACCESS SERVICE TARIFF

Embarq Florida, Inc. d/b/a CenturyLink  
By: Gary L. Kepley, Director

Second Revised Page 8  
Cancels First Revised Page 8

Effective: April 1, 2017

E3. CARRIER COMMON LINE ACCESS

E3.5 Payment Arrangements (Cont'd)

- B. Further, if any portion of the Carrier Common Line Access payment is received by the Company after the payment date as set forth in A preceding, or if any portion of the Carrier Common Line Access payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the Carrier Common Line Access payment not received by the payment date times a late factor. The late factor shall be the lesser of:
1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
  2. **0.000407** per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company. (R)
- C. In the event a billing dispute concerning a month's Carrier Common Line Access billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in B preceding. If the Customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the Customer, no late payment will apply to the disputed amount. In addition, if the Customer disputes the billed amount and pays the total amount (i.e., the non-disputed amount and the disputed amount) on or before the payment date and the billing dispute is resolved in the favor of the Customer, the Customer will receive a credit for a disputed amount penalty from the billing entity if the billing dispute is not resolved within 10 working days following the payment date or the date the Customer furnishes to the billing entity documentation to support its claim plus 10 working days, whichever date is the later date. The disputed amount penalty shall be the disputed amount resolved in the Customer's favor times a penalty factor.

## ACCESS SERVICE TARIFF

Embarq Florida, Inc. d/b/a CenturyLink  
By: Gary L. Kepley, Director

Second Revised Page 31  
Cancels First Revised Page 31

Effective: April 1, 2017

### E2. GENERAL REGULATIONS

#### E2.4 Payment Arrangements and Credit Allowances (Cont'd)

##### E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

###### A. (Cont'd)

Such a deposit will be refunded or credited to the IC's or End User's account when the IC or End User has established credit or, in any event, after the IC or End User has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the IC or End User. In case of a cash deposit, for the period the deposit is held by the Company, the IC or End User will receive interest at the percentage rate set forth in B.3.a or in B.3.b following, whichever is **lower**. **The** rate will be compounded daily for the number of days from the date the IC's or End User's deposit is received by the Company to and including the date such deposit is credited to the IC's or End User's account or the date the deposit is refunded by the Company. Should a deposit be credited to the IC's or End User's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the IC's or End User's account.

(T)

- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period (e.g., Dedicated Access and Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing) except for charges associated with service usage (e.g., Switched Access Interconnection Charge, Tandem-Switched Transport, Local Switching and Line Termination, and Carrier Common Line), and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

## ACCESS SERVICE TARIFF

Embarq Florida, Inc. d/b/a CenturyLink  
By: Gary L. Kepley, Director

Second Revised Page 32  
Cancels First Revised Page 32

Effective: April 1, 2017

### E2. GENERAL REGULATIONS

#### E2.4 Payment Arrangements and Credit Allowances (Cont'd)

##### E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

###### B. (Cont'd)

1. For services provided under this Tariff that are billed directly to the End User, the Company will establish a bill day each month for each End User account. The bill will cover charges applicable to the End User for the ensuing billing period except for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for the charges applicable to the End User will be applied to this bill. Such bills are due when rendered. If payment in immediately available funds is not received by the payment date, as set forth in 3., following, a late payment penalty will apply.
2. For services provided under this Tariff that are billed directly to the IC the Company will establish a bill day each month for each IC account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in 3., following. If payment in immediately available funds is not received by the payment date, as set forth in 3., following, a late payment penalty will apply.
3. All bills dated as set forth in 1. or 2., preceding, for services provided to the customer by the Company are due on the payment due date. The payment due date is the date which is 31 days (payment due date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds.

(M)  
(M)

(M) Material previously found on Page 33.

ACCESS SERVICE TARIFF

Embarq Florida, Inc. d/b/a CenturyLink  
By: Gary L. Kepley, Director

Second Revised Page 33  
Cancels First Revised Page 33

Effective: April 1, 2017

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

**B. (Cont'd)**

(T)

**3. (Cont'd)**

(T)

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Martin Luther King, Jr., Washington's Birthday, Memorial Day, Columbus Day, or Veteran's Day is legally observed), payment for such bills will be due from the IC and/or End User as follows:

(M)

If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. Further, if any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty may be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the **lesser** of:

(T)

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company, or
- b. **0.000407** per day, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company.

(R)

(M) Material previously found on this page moved to Page 32.

ACCESS SERVICE TARIFF

Embarq Florida, Inc. d/b/a CenturyLink  
By: Gary L. Kepley, Director

Third Revised Page 35  
Cancels Second Revised Page 35

Effective: April 1, 2017

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

B. (Cont'd)

4. (Cont'd)

- If the dispute is resolved in favor of the IC or End User and the IC or End User has paid the disputed amount, the IC or End User will receive a credit from the Company for the disputed amounts times a penalty factor as set forth preceding. The penalty factor shall be the **lesser** of:

(T)

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company, or

- b. **0.000407** per day, compounded daily for the number of days from the payment due date to and including the date that the IC and/or End User actually makes the payment to the Company.

(R)

- C. When a payment for Access Service Charges billed under this Tariff is due to the Company from the customer on the same payment due date that the net purchase of accounts receivable amount is due to the customer from the Company the Company may, with at least 31 days notice to the customer, net the payment for Access Service Charges with the net purchase of accounts receivable amount. The Company will pay the net amount to the customer on the payment due date when such net amount is due to the customer or require the customer to pay to the Company the net amount when such net amount is due to the Company. If either party does not make the payment on the payment due date, a late payment penalty as set forth in B.3., preceding, applies.