



Control Number: 37985



Item Number: 1

Addendum StartPage: 0

37985

UNITED TELEPHONE COMPANY OF TEXAS, INC. dba CENTURYLINK
February 18, 2010

FILED 19 APR 11:51
CLERK

TABLE OF CONTENTS

Informational Notice – Non-Basic Service – Introduction of a Promotional Offer for Business Customers

	<u>Page</u>
I. Letter of Notification	2
II. Informational Notice	3
III. Attachment A Tariff Sheets	5
IV. Attachment B Affidavit of Notice	7
V. Attachment C Standard Protective Agreement	8
VI. Attachment D Payback Period	10

February 18, 2010

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

Re: Informational Notice – Non-Basic Service – Introduction of a Promotional Offer for Business Customers

Enclosed are an original and five copies of an Informational Notice from United Telephone Company of Texas, Inc. dba CenturyLink.

This filing introduces a promotion for business customers.

During the period March 1, 2010 through June 30, 2010, existing business customers may be eligible for two bill credits when they contact the Company to disconnect service(s) and instead agree to retain their service(s) with the Company. To be eligible, the customer's charges for the specific service(s) for which they were requesting disconnection must equal or exceed \$25 (excluding long distance, taxes, surcharges, and other fees) and the customer must agree to retain the service(s) for one year after receiving the bill credits.

The customer will receive a bill credit on the first and third month's bills following the customer's acceptance of these promotion terms. The bill credits for the retained services will be equal to the monthly charges for the services that were retained after the disconnect request (excluding long distance, taxes, surcharges, and other fees), not to exceed \$1,000 per bill credit.

A customer with multiple locations is eligible for this promotion at each location for which disconnection is requested, either all at the same time or separately, with the further caveat that the maximum credit available under this offer is \$2,000 per customer, regardless of the number of service locations, accounts or billing telephone numbers the customer has in service.

Customers who discontinue service(s) for which the credits were issued prior to one year after issuance of the credits will be assessed all charges originally waived under the promotion.

This promotion may not be combined with any additional new promotions at the time the customer calls to disconnect service.

If you have any questions, please contact me.

Sincerely,



Tony Prestarri

cc: Public Counsel, Office of Public Utility Counsel

TXU 10-PB02

Tony Prestarri
TARIFF MANAGER
Voice: (318) 340-5937
Fax: (318) 388-9602
Tony.Prestarri@CenturyLink.com

INFORMATIONAL NOTICE

GENERAL PROVISIONS

- a. **Name of Company:** United Telephone Company of Texas, Inc. dba CenturyLink
- b. **PURA Chapter under which Company operates:** PURA, Chapter 58.
- c. **Date of submission:** February 19, 2010.
- d. **Effective date:** March 1, 2010
- e. **New and/or revised tariff pages:** See Attachment A.
- f. **Proposed implementation date:** March 1, 2010.
- g. **Affidavit of Notice:** See Attachment B for certification of distribution.
- h. **Type of filing:** This is an Informational Notice to introduce promotional offerings pursuant to PURA 58.152.
- i. **Relevant LRIC study(ies) or LRIC study reference:** The prices in this informational notice comply with PURA 58.152(a) (1). Due to the confidential nature of this information two copies of the information are being provided to the Commission Filing Clerk on this date for Distribution to the Assistant Director, Telecommunications Industry Analysis Division and Public Counsel, under Docket No.25322, Docket No. 25886, Docket No. 28083, Docket No. 21470, Docket No. 33582, Docket No. 26363, Docket No. 24856, Docket No. 21674, Docket No. 23828, Docket No. 25982, and Docket No. 36079. All copies are provided pursuant to the Protective Agreement in Attachment C.
- j. **Is the sum of the TELRIC-based wholesale prices of components needed for provision of the retail service at or below the retail price set forth in this filing:** Not applicable.
- k. **Is the service available for resale by a competitor:** Yes, the service is available for resale by a competitor, who may call their United Telephone Company of Texas, Inc. dba CenturyLink account representative to begin reselling these services.
- l. **For package offerings that combine regulated products or services with unregulated products or services and/or with the products or services of an electing company's affiliate, an affidavit indicating that the price of the package, in addition to the requirements of §26.226 (d)(1) of this title (relating to Requirements Applicable to Pricing Flexibility for Chapter 58 Electing Companies), also recovers the cost to the electing company of acquiring and providing the unregulated products or services of the affiliate's products or services. The affidavit shall also indicate that the cost to the electing company of acquiring and providing an affiliate's products or services is greater than or equal to the cost to the affiliate of acquiring and/or providing the products or services. The cost to an electing company of acquiring or providing the affiliate's products or services shall be valued in a manner consistent with FCC requirements and with §26.226(d)(5) of this title. For a joint marketing effort that includes regulated products or services and the products or services of an affiliate, an affidavit shall be provided by each affected affiliate attesting that the affiliate's costs are recovered in a manner consistent with §26.226(d)(5) of this title and FCC requirements, if any:** Not applicable.

INFORMATIONAL NOTICE

GENERAL PROVISIONS (Continued)

- m. **Description of offering's terms and conditions:** United Telephone Company of Texas, Inc. dba CenturyLink proposes to introduce a promotion for business customers. Listed as follows are the details associated with this promotion.

During the period March 1, 2010 through June 30, 2010, existing business customers may be eligible for two bill credits when they contact the Company to disconnect service(s) and instead agree to retain their service(s) with the Company. To be eligible, the customer's charges for the specific service(s) for which they were requesting disconnection must equal or exceed \$25 (excluding long distance, taxes, surcharges, and other fees) and the customer must agree to retain the service(s) for one year after receiving the bill credits.

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Customers who discontinue service(s) for which the credits were issued prior to one year after issuance of the credits will be assessed all charges originally waived under the promotion.

This promotion may not be combined with any additional new promotions at the time the customer calls to disconnect service.

- n. **Privacy concerns statement:** United Telephone Company of Texas, Inc. dba CenturyLink end user customers will not experience a change in outflow of information as a result of this service offering. Therefore, there are no new privacy considerations arising from this current application.

Attachment A

UNITED TELEPHONE COMPANY OF TEXAS, INC. dba CENTURYLINK

TARIFF CHECK SHEET

<u>TARIFF</u>	<u>SECTION</u>	<u>REVISION</u>	<u>SHEET</u>
General Exchange Tariff	14	Original	No. 16

SPECIAL PROMOTIONS

II. PROMOTIONS (Continued)

AQ. During the period March 1, 2010 through June 30, 2010, existing business customers may be eligible for two bill credits when they contact the Company to disconnect service(s) and instead agree to retain their service(s) with the Company. To be eligible, the customer's charges for the specific service(s) for which they were requesting disconnection must equal or exceed \$25 (excluding long distance, taxes, surcharges, and other fees) and the customer must agree to retain the service(s) for one year after receiving the bill credits.

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Attachment B

UNITED TELEPHONE COMPANY OF TEXAS, INC. dba CENTURYLINK

Affidavit of Tony Prestarri

I, Tony Prestarri, Tariff Manager for United Telephone Company of Texas, Inc. dba CenturyLink (the Company), certify that notification has been prepared and sent to the commission (Public Utility Commission of Texas), to the office (Office of Public Utility Counsel) and to CLECs registered with the Public Utility Commission of Texas and doing business in the Company's certificated areas. This notification was provided via electronic distribution, Airborne Express or U.S. Mail on this date.

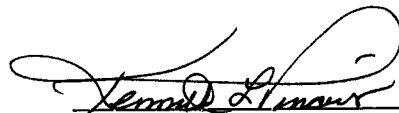
I, Tony Prestarri, have personal knowledge of the facts herein and certify that they are true and correct to the best of my knowledge.


Tony Prestarri
Tariff Manager

2/18/2010
Date

Subscribed and sworn to before me this 18 TH day of

February, 2010


#17193
Notary Public
State of Louisiana

My Appointment Expires: FOR LIFE

Attachment C

TARIFF CONTROL NO. _____

INFORMATIONAL NOTICE FOR UNITED	§	
TELEPHONE COMPANY OF TEXAS, INC.	§	PUBLIC UTILITY COMMISSION OF
dba CENTURYLINK – Introduction of a	§	TEXAS
Promotional Offer for Business Customers	§	
	§	

PROTECTIVE AGREEMENT

This Agreement is entered into between United Telephone Company of Texas, Inc. dba CenturyLink (the Company) and the Office of Regulatory Affairs (hereinafter referred to as "the PUC Staff") of the Public Utility Commission of Texas or the Office of Public Utility Counsel (hereinafter referred to as "OPC") on this the ____ day of _____, 2010.

WHEREAS, Pursuant to PURA, §14.204, the PUC Staff or OPC has requested information from the Company concerning its filing in Tariff Control No. _____.

WHEREAS, the Company contends the information requested by the PUC Staff or OPC confidential because it involves proprietary confidential information, which information the Company considers to be a trade secret; and

WHEREAS, the PUC Staff or OPC agrees to preserve the confidentiality of the information produced by the Company, and agrees to only use such information produced by the Company in this proceeding.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The Company will designate documents which it claims contain the Company proprietary, confidential, information by placing or affixing on each such page (in a manner which will not interfere with legibility) the word "CONFIDENTIAL."

2. All information claimed to be confidential and so designated by the Company shall be treated by the PUC Staff or OPC as constituting confidential information and shall not be used for any purpose except conducting a review of this information notice. Further, the information shall not be disclosed to any person other than members of the PUC Staff or OPC who are involved with the review of this informational notice. Persons authorized to have access to this information designated as confidential shall use their best efforts to keep it secure and in accordance with the purpose and intent of this Agreement. To this end, persons having custody of any information designated as confidential shall keep the documents under lock, or otherwise properly secured during all times when the documents are not being reviewed by a person authorized to do so.

3. The PUC Staff or OPC agrees that during the course of the review of the Company's informational notice, they will disclose the designated confidential information to no one else except pursuant to a proper request under the Texas Open Records Act, and then only after the determination by the Texas Attorney General that disclosure is required. The PUC Staff or OPC shall promptly notify the Company of any Texas Open Records Act requests received.

4. In any subsequent contested proceeding related to this informational notice, the PUC Staff or OPC will disclose information designated as confidential to no one except pursuant to a protective order, which affords the protected information the appropriate degree of protection accorded by law, entered in such proceeding.

5. The PUC Staff or OPC expressly reserves the right to contest the confidential designations made by the Company. However, the PUC Staff or OPC will abide by the terms of this Agreement even as to designations which they challenge until a final determination by an Administrative Law Judge or other involved tribunal that certain information designated as confidential is not entitled to protection. The Company and the PUC Staff or OPC agree that this Protective Agreement may be amended in writing by subsequent agreement of the parties.

6. Upon completion of this review of the Company's informational notice and any subsequent contested proceeding related thereto and related appeals, all information designated as confidential provided to the PUC Staff or OPC pursuant to this Agreement, including any copies made or notes taken with regard thereto, shall be destroyed or, upon request, be returned to the Company.

7. This Protective Agreement shall remain valid and will also cover future requests for information by the PUC Staff or OPC related to this informational notice, as described in this Agreement, and thus no additional protective agreements need be executed.

ATTACHMENT D

Payback Period