

07-1213-TP-NAG

The Champaign Telephone Company

126 Scioto Street, Urbana, Ohio 43078 • P. 937-653-4000 F. 937-652-2329

November 19, 2007

Ms. Renee Jenkins
Director of Administration
Secretary of the Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

NOV 26 AM 9: 4 PUCO

Re: In the Matter of the Application of The Champaign Telephone Company and Choice One Communications of Ohio Inc. d/b/a One Communications to file an Agreement for Extended Local Calling between Urbana and Springfield, Ohio

Dear Ms. Jenkins:

Attached are the original and 8 copies of an Application for Approval of an Agreement for Extended Local Calling between Urbana and Springfield, Ohio for The Champaign Telephone Company to be filed in the above referenced matter.

Should you have any questions, please call me at 937-653-2263. Thank you for your assistance.

Sincerely,

Timothy J. Carney
Director of Finance

Director of Pinance

Cc: Allen Francis Lisa DelMonache

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 10/26/2007) (Pursuant to Case No. 06-1345-TP-ORD)

| In the Matter of the Application of The Champs | aign) | TRF Docket No. 90- | | |
|--|--|---|---|--|
| Telephone Co. & Choice One Communications To file an Extended Local Calling Agreement | of Ohio, Inc. | Case No. 07 - /2 NOTE: Unless you have leave the "Case No" fiel | reserved a Case # or are i | iling a Contract, |
| Name of Registrant(s) The Champaign Telepho | one Co. | | | |
| DBA(s) of Registrant(s) | | | | |
| Address of Registrant(s) 126 Scioto Street, Ur | bana. Ohio 43078 | | | |
| Company Web Address www.ctcn.net | ouris, ouro tooro | | | |
| Regulatory Contact Person(s) Timothy J. Carn | ev | Phone 937-6 | 53-2263 Fax 652-2 | 2329 |
| Regulatory Contact Person's Email Address tin | | | <u> </u> | |
| Contact Person for Annual Report Timothy J. | | 3×344 | Phone | |
| Address (if different from above) | Surier | | 2 1100 | |
| Consumer Contact Information | | | Phone | |
| Address (if different from above) | | | | |
| Motion for protective order included with filin | g? □ Yes ∎□ No | | | |
| Motion for waiver(s) filed affecting this case? | | e: Waivers may toll a | ny automatic timeframe | e.] |
| Section I – Pursuant to Chapter 4901:11 submitting this form by checking the bo NOTES: (1) For requirements for various application application form noted. (2) Information regarding the number of copies requirements the docketing information system section, by of the Commission. | exes below. CMRS property ones, see the identified section valued by the Commission value. | roviders: Please see to on of Ohio Administration on the nay be obtained from the | the bottom of Section we Code Section 4901 and Commission's web site at | n II. /or the supplemental t <u>www.puco.ohio.gov</u> |
| Carrier Type Other (explain below) | ■□ ILEC | CLEC | ☐ CTS | AOS/IOS |
| Tier 1 Regulatory Treatment | | | | |
| Change Rates within approved Range | ☐ TRF 1-6-04(B) | TRF 1-6-04(B) | | |
| | (0 day Notice) | (0 day Notice) | | |
| New Service, expanded local calling area, correction of textual error | ☐ ZTA 1-6-04(B) (0 day Notice) | TTA 1-6-04(B) (0 day Notice) | | |
| Change Terms and Conditions, | ATA 1-6-04(B) | ATA 1-6-04(B) | | |
| Introduce non-recurring service charges | (Auto 30 days) | (Auto 30 days) | | |
| Introduce or Increase Late Payment or | ☐ ATA 1-6-04(B) | ATA 1-6-04(B) | | |
| Returned Check Charge | (Auto 30 days) | (Auto 30 days) | | |
| Business Contract | CTR 1-6-17 (0 day Notice) | CTR 1-6-17 (0 day Notice) | | |
| Withdrawal | ATW 1-6-12(A) | ATW 1-6-12(A) | | |
| williawai | (Non-Auto) | (Auto 30 days) | | |
| Raise the Ceiling of a Rate | Not Applicable | SLF 1-6-04(B) (Auto 30 days) | | |
| Tier 2 Regulatory Treatment | V. A. William Continues and A. S. C. W. S. C. C. Cont. Cont. Cont. Co. | 25.3.41 | | |
| Residential - Introduce non-recurring | TRF 1-6-05(E) | ☐ TRF 1-6-05(E) | | |
| service charges | (0 day Notice) | (0 day Notice) | | |
| Residential - Introduce New Tariffed Tier | ☐ TRF 1-6-05(C) | TRF 1-6-05(C) | ☐ TRF 1-6-05(C) | |
| 2 Service(s) | (0 day Notice) | (0 day Notice) | (0 day Notice) | |
| Residential - Change Rates, Terms and | TRF 1-6-05(E) | TRF 1-6-05(E) | TRF 1-6-05(E) | |
| Conditions, Promotions, or Withdrawal | (0 day Notice) | (0 day Notice) | (0 day Notice) CTR 1-6-17 | |
| Residential - Tier 2 Service Contracts | (0 day Notice) | (0 day Notice) | (0 day Notice) | |
| Commercial (Business) Contracts | Not Filed | Not Filed | Not Filed | |
| Business Services (see "Other" below) | Detariffed | Detariffed | Detariffed | |
| Residential & Business Toll Services | Detariffed | Detariffed | Detariffed | |
| (see "Other" below) | | | | 1 |

Section I - Part II - Certificate Status and Procedural

Certificate Status

Other* (explain)

| Certification (See Supplemental ACE form) | | ACE 1-6-10 (Auto 30 days) | ACE 1-6-10 (Auto 30 days) | ACE 1-6-10 (Auto 30 days) |
|--|---|---------------------------------|--|---|
| Add Exchanges to Certificate | ATA 1-6-09(C) (Auto 30 days) | AAC 1-6-10(F) (0 day Notice) | CLEGS (near a teach a e Exchange Lieting Form | ument GLEG |
| Abandon all Services - With Customers | ABN 1-6-11(A) (Non-Auto) | ABN 1-6-11(A) (Auto 90 day) | ☐ ABN 1-6-11(B) (Auto 14 day) | ☐ ABN <i>1-6-11(B)</i> (Auto 14 day) |
| Abandon all Services - Without Customers | | ABN 1-6-11(A) (Auto 30 days) | ABN 1-6-11(B) (Auto 14 day) | ABN 1-6-11(B) (Auto 14 day) |
| Change of Official Name (See below) | ACN 1-6-14(B) (Auto 30 days) | ACN 1-6-14(B) (Auto 30 days) | CIO 1-6-14(A) (0 day Notice) | CIO 1-6-14(A) (0 day Notice) |
| Change in Ownership (See below) | ACO 1-6-14(B) (Auto 30 days) | ACO 1-6-14(B) (Auto 30 days) | CIO 1-6-14(A) (0 day Notice) | CIO 1-6-14(A) (0 day Notice) (|
| Merger (See below) | AMT 1-6-14(B) (Auto 30 days) | AMT 1-6-14(B) (Auto 30 days) | CIO 1-6-14(A) (0 day Notice) | CIO 1-6-14(A) (0 day Notice) |
| Transfer a Certificate (See below) | ATC 1-6-14(B) (Auto 30 days) | ATC 1-6-14(B) (Auto 30 days) | ☐ CIO 1-6-14(A) (0 day Notice) | CIO 1-6-14(A) (0 day Notice) |
| Transaction for transfer or lease of property, plant or business (See below) | ATR 1-6-14(B) (Auto 30 days) | ATR 1-6-14(B) (Auto 30 days) | CIO 1-8-14(A) (0 day Notice) | CIO 1-8-14(A) (0 day Notice) |
| Procedural | | | A Company of Control o | |
| Designation of Process Agent(s) | ☐ TRF (0 day Notice) | ☐ TRF (0 day Notice) | TRF (0 day Notice) | TRF (0 day Notice) |
| Section II - Carrier to Carrier (Pursuan | nt to 95-845-TP-COI |), CMRS and Othe | er | |
| Carrier to Carrier | ILEC | CLEC | | |
| Interconnection agreement, or | ■ NAG | ☐ NAG | | |
| amendment to an approved agreement | (Auto 90 day) | (Auto 90 day) | | |
| Request for Arbitration | ☐ ARB (Non-Auto) | ARB (Non-Auto) | | |
| Introduce or change c-t-c service tariffs, | | ATA (Auto 30 day) | | |
| Introduce or change access service pursuant to 07-464-TP-COI | ATA (Auto 30 day) | | | |
| Request rural carrier exemption, rural carrier supension or modifiction | UNC (Non-Auto) | UNC (Non-Auto) | | |
| Pole attachment changes in terms and | UNC | UNC | | |
| conditions and price changes. | (Non-Auto) | (Non-Auto) | | |
| CMRS Providers See 4901:1-6-15 | RCC [Registration & Change in Operations] (0 day) | | NAG [Interconnection Agreement or Amendment] (Auto 90 days) | |

ILEC

CTS

AOS/IOS

CLEC

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the-4901:1-6-14 Filing Requirements on the

Commission's Web Page for a complete list of exhibits.

| Exhibit | Description: |
|---------|---|
| Α | The tariff pages subject to the proposed change(s) as they exist before the change(s) |
| В | 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). |

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Timothy J. Carney (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date)

at (Location) 126 Scioto St., Urbana, Ohio 43078

*(Signature and Title)

(Date) 11-19-87

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.

VERIFICATION

I, Timothy J. Carney

verify that I have utilized the Telecommunications Application Form for Routine 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) Time () Converge

(Date) 11-19-07

*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.

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

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

SECOND REGISTRANT

Choice One Communications of Ohio, Inc DBA One Communications. 100 Chestnut Street Rochester, New York 14604



The Champaign Telephone Company

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TWO-WAY EXTENDED AREA SERVICE AGREEMENT

THIS TWO WAY EXTENDED AREA SERVICE AGREEMENT (this "Agreement") is made by and between Choice One Communications of Ohio Inc. d/b/a One Communications ("One Communications"), a Delaware corporation having a principal place of business at 100 Chestnut Street, Rochester, New York 14604 ("One Communications"), and The Champaign Telephone Company, an Ohio corporation having a principal place of business at 126 Scioto Street, Urbana, Ohio 43078 ("Champaign").

Witnesseth:

WHEREAS, One Communications and Champaign have enabled One Communications' subscribers in the Springfield, Ohio exchange ("Springfield Exchange") places telephone calls to the Urbana, Ohio exchange of Champaign and vice versa without payment of message toll charges; and

WHEREAS, both parties are willing to continue such an arrangement subject to the terms and conditions set forth herein; and

WHEREAS, both parties will adhere to the orders issued by the Public Utilities Commission of Ohio in Case No. 94-1122-TP-PEX, which established "Extended Local Calling Service From the Urbana Exchanges of The Champaign Telephone Company to the Springfield Exchange of Ameritech Ohio".

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. One Communications and Champaign shall continue to provide two-way extended area service ("EAS") from the Springfield Exchange to the Urbana Exchange and vice versa. A call originating in the Springfield Exchange must subsequently terminate in the Urbana Exchange, and a call originating in the Urbana Exchange must subsequently terminate in the Springfield Exchange.

Each party shall: (i) provide, at no cost to the other, the exchange, interoffice and central office facilities located in its territory that are necessary to the provision of



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EAS referred to in Section 1 above; (ii) provide, either by ownership or by rental from the other party, its agreed upon share of the inter-exchange facilities in each EAS circuit path as may be necessary to furnish such EAS adequately and consistently with recognized industry standards; and (iii) connect such inter-exchange facilities to its respective central office or offices.

- 2. One Communications' ownership or rental of inter-exchange facilities referred to in Section 2 above shall be 100% of the route mileage of said inter-exchange facilities to the EAS circuit paths, between the point of meet with One Communications' inter-exchange facility and Champaign's inter-exchange facility.
- 3. (a) In the event that telephone carrier systems are superimposed on physical inter-exchange facilities provided pursuant to Section 2 above in order to derive EAS circuits, each party shall provide, either by ownership or by rental from the other party, the necessary carrier terminal equipment located in its territory and the necessary carrier repeater equipment located in its agreed upon share of the physical inter-exchange facilities set forth in Section 3 above, provided, however, that if a portion of either party's agreed upon share of the physical inter-exchange facilities is provided by rental from the other company, the necessary carrier repeater equipment located in such rented portion shall also be provided by rental from the other party.
 - (b) In the event that all or a part of either Party's agreed upon share of carrier terminal equipment or carrier repeater equipment shall be provided by rental from the other party, the net monthly amount which one party shall pay to the other for the rental of such carrier terminal equipment or carrier repeater equipment shall be mutually determined and added as an exhibit to this Agreement.
- 4. Each party shall so locate, construct and maintain the respective facilities owned by it referred to above as to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.
- 5. One Communications and Champaign shall adopt and comply with operating methods, rules and regulations, and with any revisions thereof required from time to time, consistent with recognized industry standards for EAS. Each party shall require its subscribers to observe such rules and regulations to the extent that they affect the service of the subscribers of the Urbana Exchange and the Springfield Exchange.



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- 6. Champaign shall furnish telephone numbers of subscribers in its
 Urbana Exchange to One Communications, and One Communications shall
 furnish Champaign telephone numbers of its subscribers in the Springfield
 Exchange. Each party shall include such telephone numbers received from the
 other party in its information service to subscribers in its respective exchange.
- 7. The failure of either party to enforce or insist upon compliance by the other with any of the terms or conditions of this Agreement, or the waiver by either party of any said terms or conditions in any instance or instances, shall not be construed as a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- 8. If either party violates any of the provisions of this Agreement, the other may terminate this Agreement by giving thirty (30) days written notice to the defaulting party of its intention to do so.
- 9. Unless sooner terminated as hereinabove provided, the term of this Agreement shall be a period of five (5) years from the effective date hereof and successive periods of five (5) years thereafter unless terminated at the end of any such five (5) year period by not less than ninety (90) days prior notice in writing from either Company to the other of its intention to do so.

BY

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assignees, respectively.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its proper officers thereunto duly authorized as of the day and year first above written.

THE CHAMPAIGN TELEPHONE CO

CHOICE ONE COMMUNICATIONS

OF OHIO INC. D/B/A ONE

COMMUNICATIONS

TITLE: President/General Manager

BY: Mill W. Com

TITLE: Executive Vice President and

General Counsel

Approved by Legal

Ted On 100