



Via E-FILE

May 13, 2015

Ms. Barcy McNeal, Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3794

Re: United Telephone Company of Ohio d/b/a/ CenturyLink
Case No. 90-5041-TP-TRF
Case No. 15-0889-TP-UNC

Dear Ms. McNeal:

Enclosed for filing is United Telephone Company of Ohio d/b/a CenturyLink Pole Attachment and Conduit Occupancy Tariff P.U.C.O. No. 1. The Company respectfully requests timely approval of this filing. The following tariff sheets are enclosed:

	Original Title Sheet 1	Section 2 (cont'd)	Original Sheet 3
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	Original Sheet 2	Section 3	Original Sheet 1
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If you have any questions regarding this filing, please call me at (614) 221-5354.

Sincerely,

Josh Motzer

Josh Motzer 5/13/15
Public Policy Director

Enclosures

17 S. High St. Ste 610
Columbus, OH 43215
Tel: 614-221-5354
Cell: 614-312-1404
Josh.motzer@centurylink.com

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

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 d/b/a CenturyLink to Introduce Pole Attachment and Conduit Occupancy Tariff)	TRF Docket No. 90-5041-TP-TRF
)	Case No. 15 - 0889 - TP - UNC
)	NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.
)	

Name of Registrant(s) United Telephone Company of Ohio

DBA(s) of Registrant(s) CenturyLink

Address of Registrant(s) 100 CenturyLink Drive, 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 Ken Buchan Phone 318-362-1538

Address (if different from above) _____

Consumer Contact Information Donna Powell Phone 866-883-7206

Address (if different from above) _____

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 Chapter 4901:1-6 OAC.
Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.
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 Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at 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 Commission.
- (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

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

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

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<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"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<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 (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (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 Commission's Web Page 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 an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input checked="" type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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

AFFIDAVIT *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, CenturyLink

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

Josh Motzer

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 Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) May 13, 2015 at (Location) Columbus, Ohio

*(Signature and Title)

Josh Motzer (Date) 5/13/15
Public Policy Director

- 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, Josh Motzer 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)

Josh Motzer Public Policy Director

(Date)

5/13/15

*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

EXHIBIT LIST

EXHIBIT A Tariff Pages Before Changes

EXHIBIT B Tariff Pages

EXHIBIT C Description of the Nature of the Changes

EXHIBIT D Customer Notice

EXHIBIT E Rate Calculations Based on 2014 Data

EXHIBIT A

United Telephone Company of Ohio d/b/a CenturyLink does not presently have a Commission approved pole attachment and conduit tariff in Ohio. The Company filed such a tariff initially in Case No. 11-602-TP-UNC but the Ohio Cable Telecommunications Association (“OCTA”) filed an objection and the case remains pending. In 2014, the Company filed a revised tariff in Case No. 11-602-TP-UNC that had been negotiated between OCTA and the Company but it has not been approved. Subsequently, in orders in Case No. 13-579-AU-ORD, the Commission directed all telephone companies to file tariff amendment applications, including applicable rate calculations based on 2014 data on or before May 15, 2015.

EXHIBIT B

Attached is the tariff United Telephone Company of Ohio d/b/a CenturyLink submits to comply with the pole attachment rules adopted in Case No. 13-579-AU-ORD including the rates the Company proposes to charge based on 2014 data. This is an initial tariff filing since the Company does not presently have a Commission-approved pole attachment and conduit tariff.

**United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1**

Original Title Sheet 1

ISSUING CARRIER

UNITED TELEPHONE COMPANY OF OHIO, D/B/A CENTURYLINK

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

P.U.C.O. NO. 1

INCLUDING RATES, RULES AND REGULATIONS

FOR ALL EXCHANGE AREAS SERVED BY

UNITED TELEPHONE COMPANY OF OHIO d/b/a CENTURYLINK

IN THE

STATE OF OHIO

This tariff applies to any attachment by a cable television company or other entity (excluding power companies) to a pole, pedestal, conduit, duct, or right-of-way owned or controlled by United Telephone Company of Ohio d/b/a CenturyLink (hereinafter "Telephone Company") within Telephone Company's operating territory in the State of Ohio.

This tariff will not apply, however, to attachments by cable television companies or other entities pursuant to agreements with the Telephone Company in effect prior to the effective date of this tariff. Upon expiration of such agreements, or termination of such agreements according to their terms, pole attachments will be made in accordance with the rates and regulations stated herein.

This tariff may be revised from time to time at Telephone Company's sole discretion and upon approval of the Public Utilities Commission of Ohio ("PUCO").

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

OH 11-02 (UT)

Effective:
In accordance with Case No.: 15-0889-TP-UNC
Issued by the Public Utilities Commission of Ohio

United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

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Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

OH 11-02 (UT)

Effective:
In accordance with Case No.: 15-0889-TP-UNC
Issued by the Public Utilities Commission of Ohio

United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

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Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
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OH 11-02 (UT)

Effective:
In accordance with Case No.: 15-0889-TP-UNC
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United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 1
Original Sheet 1

1. GENERAL

1.1 Definitions. Certain terms used in this tariff are defined and explained below.

Anchor - An assembly that stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or Guy Wire, which in turn is attached to the Pole. The definition of "Anchor" does not include the guy strand that connects the Anchor to the Pole.

Annual License Fee - The annual fee Licensee pays in consideration for the License granted to it under this tariff and the associated License Agreement as set forth in Section 7.1 of this tariff.

Application - The form attached to the associated License Agreement that is submitted by Licensee to Telephone Company as part of the process under this tariff and associated License Agreement by which Licensee seeks the Telephone Company's approval to make an Attachment.

Applicable Law - The law of the State of Ohio (without regard to its conflict of laws principles) and all other applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulation of applicable state, municipal, county, federal or other governmental authorities and as may be further defined in the associated License Agreement.

Attachment - Any placement of Licensee Equipment on or to Telephone Company Facilities. The definition of Attachment also includes the Licensee Equipment itself that is physically attached and/or placed on or to Telephone Company Facilities. Any reference in this tariff to an Attachment being made "to" or "on" Telephone Company Facilities will also mean "in" or "occupying" any Telephone Company Facilities.

CATV - Community Antenna Television, more commonly known as cable TV as defined by Applicable Law.

CLEC - Competitive Local Exchange Carrier.

Conduit - A Telephone Company-owned or controlled structure containing one or more Ducts, usually placed in the ground, in which cable or wires may be installed, together with its supporting infrastructure. The definition of Conduit also includes any other Telephone Company-owned or controlled equipment or hardware attached to or within Conduit, including but not limited to Ducts or Inner Ducts.

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

Effective:
In accordance with Case No.: 15-0889-TP-UNC
Issued by the Public Utilities Commission of Ohio

OH 11-02 (UT)

United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 1
Original Sheet 2

1. GENERAL (Cont'd)

1.1 Definitions. Certain terms used in this tariff are defined and explained below. (Cont'd)

Conduit Systems - A Telephone Company-owned or controlled collection of one or more Conduits, together with their supporting infrastructure, including but not limited to Manholes and Handholes. The definition of Conduit System also includes any other Telephone Company-owned or controlled equipment or hardware attached to or within a Conduit System.

Cost(s) - All reasonable and actual costs paid or payable, which include: (a) external contractor or subcontractor labor costs and professional fees; (b) other costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies or contract services); (c) internal labor costs directly related to the completion of Make Ready Work; and (d) reasonable allocations of administrative overhead. Cost will not include any profit or markup. Any calculation of Cost involving a charge to replace a Pole, Anchor or Conduit will exclude the salvage value realized, if any, by Telephone Company for the removed Pole, Anchor or Conduit.

Duct - A Telephone Company-owned or controlled single enclosed raceway for conductors, cable and/or wire.

Existing Attacher(s) - A public utility, person, governmental body or other entity that has an actual physical attachment of its facilities or equipment on or to a Telephone Company Facility.

FCC - The Federal Communications Commission.

Guy Wire - A metal cable of high tensile strength that is attached to a Pole and Anchor rod (or another Pole) for the purpose of reducing Pole stress.

Handhole - A Telephone Company-owned or controlled subsurface enclosure that is too small for personnel to enter that Telephone Company uses for installing, operating, maintaining and repairing Telephone Company Facilities.

Inner Duct - A Telephone Company-owned or controlled Duct-like raceway smaller than a Duct that is inserted into a Duct so that the Duct may carry multiple wires or cables.

Joint Owner(s) - A person, corporation, governmental body or other entity other than Telephone Company having an ownership interest in a Telephone Company facility.

License - A revocable, non-exclusive license granted by Telephone Company to Licensee authorizing Licensee to make each specific Attachment to Telephone Company Facilities.

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

Effective:
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United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 1
Original Sheet 3

1. GENERAL (Cont'd)

1.1 Definitions. Certain terms used in this tariff are defined and explained below. (Cont'd)

License Agreement - The signed and dated agreement entered into between Telephone Company and Licensee that provides further detail and additional terms and conditions regarding the making of Attachments and the provisions provided for in this tariff. A License Agreement is required in each instance where Licensee wants to license Poles or Conduit Space.

Licensee - The cable television company or other entity authorized by Telephone Company to attach its facilities to Telephone Company Facilities.

Licensee Equipment - The equipment and facilities owned, maintained and used by Licensee in furnishing lawful communications services including aerial wires, drop wires, tap-offs, above or underground cables, amplifiers, signal transmission apparatus, radios, antennas, communications cables, mounting hardware power service wires used to accommodate a single wireless data or communications transmitter or receiver, and any other associated hardware, equipment and facilities.

Make Ready Survey - All work necessary, in Telephone Company's sole reasonable discretion, to determine the Make Ready Work required to accommodate an Attachment, including field inspections, engineering and administrative processes.

Make Ready Work - All work performed or to be performed as is necessary, in Telephone Company's sole reasonable discretion, to prepare Telephone Company Facilities for an Attachment where such work is required solely to accommodate such an Attachment, including surveying, clearing obstructions, repairing or modifying Telephone Company Facilities, or Rearranging, Transferring, replacing or removing any items on Telephone Company Facilities.

Manhole - A Telephone Company-owned or controlled subsurface enclosure that personnel may enter that Telephone Company uses for installing, operating, maintaining and repairing Telephone Company Facilities.

Modification - Licensee's Rearrangement or Transfer of its Attachment, non-routine replacement or repair of its Attachment, or other alteration of its Attachment. .

Noncompliant Attachment - An Attachment not meeting the "Specifications" listed in Section 3.1 of this tariff or in the associated License Agreement, not being used by Licensee to provide lawful communications services, being used for any unlicensed use or otherwise not being used in accordance with the requirements of this tariff and the associated License Agreement.

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United Telephone Company Of Ohio
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United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 1
Original Sheet 4

1. GENERAL (Cont'd)

1.1 Definitions. Certain terms used in this tariff are defined and explained below. (Cont'd)

Pole - A Telephone Company-owned or controlled pole or a pole jointly owned by Telephone Company and any Joint Owner, and any Anchors, Guy Wires, hardware, wires, cables, strands, apparatus, enclosures, structures or other items attached to the pole or any hardware affixed to or associated with the pole. The definition of "Pole" does not include poles for which Telephone Company has no legal authority to permit upon them the placement of the facilities or equipment of others.

Rearrange or Rearranging - Relocating, reconfiguring or reconstructing an Attachment upon the Telephone Company Facilities to which the Attachment is made.

Right-of-Way - The right to use the land or other property of another to place structures and equipment upon it, or to provide access to the structures and equipment. A Right-of-Way may run under, on or above public or private property (including air space above public or private property) and may include the right to use space in buildings, building complexes or other locations.

Service Drop - The wire connecting the distribution component of Licensee Equipment to Licensee's individual customer.

Telephone Company Facility or Telephone Company Facilities - Any Pole, Conduit or Conduit System and associated Right-of-Way.

Transfer or Transferring - Moving an Attachment from one Telephone Company Facility to another.

Unauthorized Attachment - An Attachment for which Telephone Company never granted Licensee a License.

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

OH 11-02 (UT)

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United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 1
Original Sheet 5

1. GENERAL (Cont'd)

1.2 Conditions

Poles and Conduit owned by Telephone Company are designed and engineered to distribute telephone service using contemporary materials and are not intended for license to the general public. When Telephone Company is contacted by a party requesting permission to license Telephone Company's Pole or Conduit space for Attachments, and the requesting party determines that Telephone Company Facilities are adequate for the requesting party's intended and allowed use, Telephone Company may license such space to the requesting party, subject to this tariff and subject to the associated License Agreement.

Licensee may not sublease pole or conduit space.

1.3 License Agreement and Application Required

Prior to Licensee submitting the required Application for use of Telephone Company Facilities, Licensee must have obtained a signed and dated License Agreement with Telephone Company. Subject to the terms of this tariff and the associated License Agreement, and consistent with Applicable Law, Telephone Company will grant a revocable, non-exclusive License to Licensee authorizing Licensee to make each specific Attachment to Telephone Company Facilities located in areas in the State of Ohio where Telephone Company is an Incumbent Local Exchange Carrier (ILEC), and to allow Licensee to use and maintain each specific Attachment for the purpose of Licensee providing lawful communications services that do not interfere with communications services provided by other users or the Telephone Company. The License will be evidenced in each instance by a Telephone Company-approved Application for the relevant Attachment. A Telephone Company-approved Application is required for every Attachment. No Attachment may be made to any Telephone Company Facility identified in an Application until Telephone Company has approved the Application in writing; provided, however, Licensee may attach a service drop wire without advance notice to Telephone Company and without receiving approval of an Application from Telephone Company in advance. Licensee must submit an Application within (3) days after attaching a service drop to a Pole. The Licensee will be required to post bond and evidence of insurance.

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United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

OH 11-02 (UT)

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United Telephone Company of Ohio d/b/a CenturyLink
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1. GENERAL (Cont'd)

1.4 Use of Space

Licensee's Attachments must be used to provide only lawful communications service as allowed under the associated License Agreement and any use for other purposes or any use of Pole or Conduit space that causes interference to telephone services or to other Licensees may constitute a breach of the contract and may result in termination of the License.

1.5 Delays or Loss of Service

Licensee must hold Telephone Company harmless from any loss of service or delay in service attributable to the licensing of or delay in providing Pole or Conduit space pursuant to the terms of this Tariff.

1.6 Licensee Maintenance

Licensee will maintain Attachments in good and safe condition and repair (and replace if necessary) and in accordance with the "Specifications" (as defined in Section 3.1 of this tariff and in the associated License Agreement). If Licensee refuses or neglects to fulfill its maintenance obligations under this tariff and the associated License Agreement in a manner reasonably satisfactory to Telephone Company, Telephone Company may undertake such obligations itself, and Licensee will reimburse Telephone Company for the Cost Telephone Company incurred in fulfilling such obligations within 30 days of the invoice date for an invoice from Telephone Company for the Cost.

Unless otherwise governed by Applicable Law, Telephone Company will, in its sole reasonable discretion, determine from time to time if, solely by reason of Licensee's Attachments, tree trimming or other clearing in any Right-of-Way or land is necessary, including upon initial Attachment. Provided the grantor of the Right-of-Way or owner of the land gives permission, tree trimming and clearing will be performed by contractors under Telephone Company's direction. Licensee will reimburse Telephone Company for the Cost of trimming and clearing within 30 days of the invoice date for an invoice from the Telephone Company for the Cost. Tree trimming and clearing needed, in Telephone Company's sole reasonable discretion, solely as a result of adverse weather conditions such as wind, snow or ice storms, may be performed by Telephone Company or its agents, and Licensee will pay, along with any other allowed users of the Telephone Company Facility, its pro rata share of the Cost for the trimming and clearing, within 30 days of the invoice date for an invoice for the Cost.

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1. GENERAL (Cont'd)

1.7 Entrance Facilities and Interconnection Agreements.

Neither this Tariff, the associated License Agreement nor any License is applicable to Telephone Company's Entrance Facilities provided pursuant to an interconnection agreement governed by 47 USC §§251 and 252. For the purpose of this Tariff and the associated License Agreement, "Entrance Facilities" is defined as the communications path between a customer's premises and Telephone Company's serving wire center for that premises. Entrance Facilities are wholly within the ILEC's local serving area, and are used for carrying interconnection or UNE traffic or access traffic.

Neither this tariff, the associated License Agreement nor any License allows or will be deemed to allow Licensee to interconnect Licensee Equipment with the equipment, facilities or network of Telephone Company or of any other user or occupant of the Pole or Conduit. Any interconnection arrangements between Telephone Company and Licensee must be authorized pursuant to a separate written interconnection agreement.

1.8 Electronic Information

Telephone Company may require Licensee to provide information submitted to Licensee under this tariff or the associated License Agreement, including notice, to also be submitted in an electronic form compatible with Telephone Company's systems. If Licensee fails to comply with this requirement, Licensee will be responsible for Telephone Company's Costs incurred to process the information, including Costs for manual data entry, developing an electronic interface and ensuring the integrity of the information provided.

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2. ATTACHMENT LICENSE AND CHARGES

2.1 Licensee Authorization

- (a) Prior to making any Application for an Attachment, Licensee must possess the necessary authority to construct, install, erect and maintain its equipment within the public streets, highways, alleys and other thoroughfares of the service areas. Licensee is solely responsible for obtaining and maintaining all necessary licenses, authorizations, permits, franchise agreements, Rights-of-Way, easements, rights and consents from any governmental authority or any private individual or entity, and if applicable, from any Joint Owner or Existing Attachers, as may be required so that Licensee can place, use or maintain its Attachments (collectively, "Authorization"). Authorization includes Licensee obtaining the appropriate real property interest for any Attachment that is to be used on, placed within or requires the entering onto of private property or a public street, highway or other public thoroughfare. Each necessary Authorization must be in writing, and if an Application is submitted that requires an Authorization, Licensee must submit copies of the Authorization along with its Application. Telephone Company will not be obligated to consider an Application requiring an Authorization that is not submitted with a copy of the Authorization. Submitting copies of an Authorization to Telephone Company will constitute Licensee's representation and warranty that it has the proper Authorization to place, use or maintain its Attachment. It will be a Licensee Default if Licensee obtains a License for an Attachment that required an Authorization, and Licensee failed to obtain the Authorization. Telephone Company will reasonably cooperate with Licensee in Licensee's efforts to obtain an Authorization. Telephone Company will not be liable to Licensee if Licensee is prevented from placing, maintaining or continuing an Attachment due to Licensee's failure to obtain an Authorization, or due to revocation or termination of an Authorization. Licensee will indemnify, hold harmless and defend Telephone Company, Telephone Company's parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (Telephone Company and the foregoing, each a "Telephone Company Indemnitee") from and against any and all claims, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable attorneys' fees through appeal) (collectively, "Damages") for a claim by a third party against a Telephone Company Indemnitee arising from or related to Licensee's failure to obtain or comply with an Authorization, or the revocation or termination of an Authorization. For the purpose of this paragraph, "Damages" will include Telephone Company's Cost of relocating Telephone Company Facilities and of defending Telephone Company's rights to and in any Right-of-Way granted to Telephone Company.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.1 Licensee Authorization

- (b) Licensee will assist in and bear all expense of securing any Authorization that may be required of the Telephone Company by reason of Licensee's Attachment. If an Authorization is revoked, expires or terminates for any reason after an Attachment for which an Authorization is required and for which Licenser granted a License, the License will be automatically revoked, effective the day the Authorization is revoked, expires or terminates. Licensee will, unless otherwise notified by Telephone Company, remove the Attachments covered under the revoked License within 60 days of the date the License covering the Attachment is revoked. If Licensee fails to remove an Attachment as required under this tariff and the associated License Agreement, Telephone Company may remove the Attachment without any liability on Telephone Company's part for damage to Attachments or the real or personal property of licensee or any other person, or for any interruption of Licensee's services. Licensee will reimburse Telephone Company for Telephone Company's Cost to remove the Attachments within 30 days of the invoice date for an invoice from Telephone Company for the Cost.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.2 Application

Before making an Attachment, Licensee must submit a completed Application for the desired Attachment to Telephone Company. Every such Application must be accompanied by a fee of \$150 ("Application Fee"). Telephone Company will provide a written response to each Application within 45 days of Telephone Company's receipt of the Application. Telephone Company may refuse to consider any Application which is not accompanied by an Application Fee. Licensee will not submit more than one Application every 14 days. Telephone Company will process applications for attachments received from two or more applicants for the same Telephone Company Facility according to the order in which Telephone Company receives the applications. Telephone Company, at Telephone Company's sole reasonable discretion, may determine that a Make Ready Survey and/or Make Ready Work are required. Telephone Company will provide an estimate of the Cost of the Make Ready Survey and/or Make Ready Work. If Licensee agrees to the estimated Cost, Licensee will be obligated to pay for all Make Ready Costs associated with the Application. If Licensee does not agree, then Telephone Company may deny the Application. Detailed provisions from Application submission to Attachment completion will be set forth in the associated License Agreement.

2.3 Safety, Reliability and General Engineering Principles.

For reasons of safety, reliability or general engineering principles, including insufficient Telephone Company Facility capacity and technical interference problems with Telephone Company Facilities or the equipment of Joint Owners or Existing Attachers, Telephone Company may, in its sole reasonable discretion, at any time revoke a License granted under this tariff or the associated License Agreement or deny an Application.

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2. ATTACHMENT LICENSE AND CHARGES (Cont'd)

2.4 Unauthorized Attachment Charge.

- (a) If Telephone Company discovers an Unauthorized Attachment, Telephone Company shall give notice of the Unauthorized Attachment to Licensee. Telephone Company shall provide Licensee with sufficient information to identify with particularity the actual location of any Unauthorized Attachment so that it may make an Application for the Unauthorized Attachment. Licensee will have 30 days from receipt of the notice to make an Application for the Unauthorized Attachment. If no Application is received by Telephone Company within the 30 day time period, Licensee must, unless notified otherwise by Telephone Company, remove its Unauthorized Attachment, at its own expense, within 60 days of notice to remove.
- (b) In addition to any other rights and remedies to which Licensor may be entitled for an Unauthorized Attachment at law, in equity or under its License Agreement, Licensor may charge Licensee (a) an unauthorized attachment fee of \$500 per Pole for Attachments made without a pole attachments agreement; and (b) an unauthorized attachment fee of 5 times the current Annual License Fee per Attachment if the violation is self-reported or discovered through an Audit ("Unauthorized Attachment Fee"). In addition to the Unauthorized Attachment Fee, Licensor will be entitled to \$100 per Unauthorized Attachment if the violation is found by Licensor in an Audit in which the Licensee declined to participate after thirty (30) days advance notice. All fees owed by Licensee are due and payable in arrears.

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3. SPECIFICATIONS

3.1 Specifications

Each Attachment must be placed, maintained and operated throughout the Term (as defined in the associated License Agreement), in accordance with the following, all of which are incorporated by reference into this tariff and the associated License Agreement (collectively, "Specifications"): (a) the requirements and specifications of the National Electrical Safety Code and any formal interpretations of it, including a determination of the strength of the Telephone Company Facilities to ensure sufficiency for transverse and vertical loads; (b) the most current rules and regulations of the Occupational Safety and Health Act; (c) the most current standards of the American National Standards Institute; (d) the rules, regulations or codes of any applicable governing authority; (e) any Applicable Law; (f) generally accepted industry standards; and (g) Telephone Company's written specifications that are set forth in the associated License Agreement, an Application, drawing, text or other writing, including any requirements for the location of an Attachment. If a conflict exists between the Telephone Company's written specifications and the NESC, the NESC will apply and control.

3.2 Noncompliant Attachment

In addition to any other rights and remedies to which Telephone Company may be entitled for a Noncompliant Attachment at law, in equity, under this tariff or under the associated License Agreement, if Telephone Company discovers a Noncompliant Attachment caused by Licensee, Telephone Company may give notice of the Noncompliant Attachment to Licensee. Such notice must set forth in reasonable detail the circumstances that render the relevant Attachment a Noncompliant Attachment caused by Licensee, including, if appropriate, detailing specific violations of any Specifications. At its own expense, Licensee must promptly repair any such Noncompliant Attachments that could reasonably be expected to endanger life or property, and must commence and pursue repair of all such other Noncompliant Attachments within sixty (60) days. Licensee's failure to timely do so will be deemed to revoke any License granted for the Noncompliant Attachment. Telephone Company may remove the Attachment without any liability on Telephone Company's part for damage to Attachments or the real or personal property of Licensee or any other person, or for any interruption of Licensee's services. Licensee will reimburse Telephone Company for Telephone Company's Cost to remove the Attachments within 30 days of the invoice date for an invoice from Telephone Company for the Cost. Any Noncompliant attachment caused by Telephone Company or another pole user shall be brought into compliance by the person or entity causing the Noncompliant Attachment at its sole reasonable expense.

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4. ATTACHMENT REMOVAL AND MODIFICATION

4.1 Attachment Removal.

In addition to and subject to other provisions in this tariff or the associated License Agreement requiring Licensee to remove Attachments, Licensee will, unless notified otherwise by Telephone Company, remove Attachments at its own expense within 60 days of: (a) Licensee's receipt from Telephone Company of any allowed notice to remove; (b) the date the License covering the Attachment is revoked; or (c) the date this tariff or the associated License Agreement expires or terminates. If Licensee fails to remove its attachments within the 60 days, then Licensors may remove the attachments at Licensee's sole Cost and without liability.

When Licensee desires to remove an Attachment, be it permanently or as part of a Modification, or if Licensee is required under this tariff or the associated License Agreement to remove an Attachment, Licensee must provide 10 days advance notice to Telephone Company of when the removal is to occur. Licensee must give notice to Telephone Company that an Attachment has been removed. Licensee's obligations under this tariff and the associated License Agreement to remove Attachments will survive the expiration or termination of this tariff and the Associated License Agreement and any License revocation.

4.2 Licensee-Requested Modification.

If Licensee desires a Modification, Licensee must adhere to the Application and Attachment process of this tariff and the associated License Agreement for each desired Modification. Each Modification requested by Licensee and approved by Telephone Company will be performed at Licensee's own expense and be done in a manner that does not interfere with work being performed by or service being provided by Telephone Company, Joint Owners or Existing Attachments. If Licensee cannot conduct a Modification to meet any applicable Telephone Company timing requirements, Telephone Company may perform Licensee's Modification at Licensee's sole Cost, and will invoice Licensee for that Cost. Licensee will pay the invoice within 30 days of the invoice date. In addition to any reimbursement of Costs required of Licensee under this tariff or the associated License Agreement, Licensee will pay any additional Cost incurred by Telephone Company that are solely related to a Licensee-requested Modification.

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4. ATTACHMENT REMOVAL AND MODIFICATION (Cont'd)

4.3 Licenser-Required Modification.

Telephone Company may at any time and for any reason require Licensee to conduct a Modification. Except as otherwise required in this tariff, the associated License Agreement or by Applicable Law, Licensee will perform any Licenser-requested Modification for and on the account of Licenser within 60 days of its receipt of Licenser's notice regarding the Modification. Upon completion of the Modification, Licensee will provide notice of completion to Licenser. Licensee will not be required to submit an Application under this tariff or the associated License Agreement for the Modification done under this paragraph 4.3. If Licensee cannot conduct a Modification to meet any applicable timing requirements of Licenser, Licenser may perform Licensee's Modification at Licensee's sole Cost. Licensee will not be required to conduct any Make Ready Survey or Make Ready Work in connection with a Licenser-requested Modification. If the Modification required by Licenser can reasonably be expected to take more than 60 days to implement, then Licenser and Licensee will agree upon a reasonable extension of the initial 60-day time period.

If Licenser requires Licensee to conduct a Modification or Attachment removal due to, in Licenser's sole reasonable discretion, an immediate safety threat or emergency, Licenser will make a reasonable effort to notify Licensee of the need for an emergency Modification or Attachment removal so that Licensee can complete the required work. Such notification will be given under the terms of the associated License Agreement. If the safety threat or emergency arose because of Licensee's actions or Attachment, Licensee will conduct the Modification or Attachment removal at its sole Cost. If Licenser's reasonable efforts to give Licensee notice are not successful, or if Licensee, after receipt of such notice, does not immediately dispatch personnel and conduct the Modification or Attachment removal, then Licenser may conduct the Modification or Attachment removal itself and will, within a reasonable period of time after completion, give Licensee notice of the Modification or Attachment removal. Licenser will conduct the Modification or Attachment removal at its own Cost, unless the safety threat or emergency arose because of Licensee's actions or Attachment, in which case Licensee will reimburse Licenser for the Cost of the Modification or Attachment removal within 30 days of the invoice date for an invoice from Licenser for the Cost.

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5. RESERVATION OF RIGHTS, INSPECTIONS AND AUDIT

5.1 Ownership of Facilities

No use, however extended, of Telephone Company Facilities and no payments made under this tariff and the associated License Agreement or other action of Telephone Company will create or vest in Licensee any ownership or property rights in the Telephone Company Facilities, and Licensee's rights to the same will be a mere license. Nothing in this tariff or the associated License Agreement will be construed to compel Telephone Company to maintain any Telephone Company Facilities for a period longer than necessitated by its own service requirements.

5.2 Right to Operate

Telephone Company reserves to itself, its successors and assigns and Joint Owners, the right to construct, install, operate and maintain Telephone Company Facilities in such a manner that, in Telephone Company's judgment, will best enable it to fulfill its service or operating requirements, including considerations of economy and safety.

Nothing in this tariff or the associated License Agreement will compel or be construed as compelling Telephone Company to construct, retain, extend, place, replace, restore or maintain any Telephone Company Facilities that Telephone Company needs or does not need for its own service requirements, business or operations, or to approve an Application that would require Telephone Company to construct, retain, extend, place, replace, restore or maintain any Telephone Company Facility.

5.3 Other Rights Not Affected

Nothing in this tariff or the associated License Agreement will be construed as affecting the rights and privileges previously granted by Telephone Company, by contract or otherwise, to others to use any Poles or Conduit. Nothing contained in this tariff or the associated License Agreement will be construed as affecting or limiting the right of the Telephone Company to make additional contracts or agreements with other persons, firms, corporations or associations for the joint use of its poles.

5.4 Inspections

Telephone Company reserves the right to inspect at any time each new Attachment and to make such inspections pursuant to the terms of the associated License Agreement. Licensee shall reimburse the Telephone Company for the expense of such inspections.

Such inspections or lack thereof will not operate in any way to relieve Licensee or its insurer of any responsibility, obligation or liability.

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5. RESERVATION OF RIGHTS, INSPECTIONS AND AUDIT (Cont'd)

5.5 Maintenance of Records.

Licensee must compile and maintain current and accurate records consisting of the number of Attachments the type and size of Licensee Equipment attached, when each Attachment was made, the location of each Attachment and all Telephone Company-approved Applications. Licensee will, at its sole expense and within 14 days of a request from Telephone Company, deliver to Telephone Company complete, accurate, current and legible copies of all such records. Licensee's obligations under this section of the tariff and the associated License Agreement will survive for a period of 10 years from the expiration or termination of this tariff and the associated License Agreement.

5.6 Audits

At any time, at a frequency no greater than once every five years in a particular area, Telephone Company may, in Telephone Company's sole discretion, conduct a shared cost audit to determine if any Attachments are unauthorized or noncompliant. Telephone Company shall give at least thirty (30) days advance notice to Licensee of its intent to conduct such an audit. The total audit cost will be shared equally among Telephone Company, Licensee, and if applicable, any other existing attachers. (For example, if only Licensee is attached, Licensee will pay one half of the audit cost and Telephone Company will pay one half of the audit cost. If another existing attacher is attached, then Telephone Company, Licensee and the other attacher will each pay one third of the cost of the audit.) Licensee will reimburse Telephone Company for its share of the Telephone Company's total Audit cost within 30 days of the invoice date for an audit invoice. In addition to unauthorized attachment fees and other fees required to be assessed based upon the results of the audit, if an audit evidences that 5% or more of the Attachments of Licensee are either (i) unlicensed, or (ii) constitute NESC violations, then Licensee shall pay the entire cost of the audit and Telephone Company may conduct additional annual audits of Licensee Attachments at Licensee's sole cost until the number of Licensee unlicensed attachments and/or NESC violations found drops below 1%. Telephone Company may conduct additional audits for which the cost is not shared as frequently as Telephone Company so chooses.

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6. RISK OF LOSS, LIABILITY AND INSURANCE

6.1 Damage to Telephone Company Property

In the event Licensee, its contractors, agents or employees cause damage to the property of Telephone Company or any other Joint Owner or Existing Attacher and damage is caused by the Licensee's Attachment, Licensee will assume all responsibility for, and will promptly reimburse in full Telephone Company, and through Telephone Company, any other Joint Owner or Existing Attacher, all loss and expense occasioned by such damage. Licensee will make immediate report to Telephone Company of the occurrence of any such damage.

6.2 Indemnification

Licensee will indemnify, protect, save harmless, defend and insure each Telephone Company Indemnitee and any Joint Owner or Existing Attacher from and against all claims or demands for Damages as a result of injury or destruction of property, or as a result of injury to or death of a person or persons (including payments made under Workmen's Compensation law or under any plan for employee's disability and death benefits) and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the creation, installation, maintenance, presence, Modification, use, rearrangements, or removal or withdrawal, or abandonment of Licensee's Attachments or by the proximity of Licensee Equipment, Attachments, apparatus and appliances or by an act of Licensee, its contractors, agents and employees on or in the vicinity of Telephone Company Facilities.

6.3 Certificate of Insurance

Prior to submitting any Application, Licensee will provide to Telephone Company evidence of Licensee's insurance coverage in such form and with such companies as is satisfactory to Telephone Company, for such types of insurance and in such amounts as requested by Telephone Company and as required by the associated License Agreement. All insurance will be furnished by Licensee at its own expense and will remain in force for the entire period that Licensee's Attachments occupy space on the Telephone Company Facilities.

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6. RISK OF LOSS, LIABILITY AND INSURANCE (Cont'd)

6.4 Other Liability

In addition, Licensee will indemnify, protect, hold harmless, defend and insure Telephone Company and any Joint Owner or Existing Attacher;

- (a) with respect to all communications transmitted over Licensee's system, from and against claims and demands for infringement of copyright, libel, slander, business disparagement, unauthorized use or treatment of television broadcast programs or other programs of other program material, infringement of patents with respect to the manufacture, use or operation of Licensee Equipment arising from the use of Licensee Equipment in combination with the Telephone Company Facilities and;
- (b) from and against any and all claims and demands which may arise out of or be caused by electrical voltages and currents being conducted over Licensee Equipment, including drop wires, whether resulting from lightning, electrical power line current or otherwise and regardless of whether such electrical voltages and currents were also conducted along and through the Telephone Company Facilities.

6.5 Interruptions of Service

Telephone Company will not be liable to Licensee, its customers or any others, for any interruptions to service of Licensee or for any interference with the operation of Licensee Equipment arising in any manner out of the use of the Telephone Company's facilities hereunder, unless due solely to the Telephone Company's gross negligence and in any event, the extent of the Telephone Company's liability will be limited to the actual damage, if any, caused to Licensee Equipment.

6.6 Attachment Bond

Licensee will provide to Telephone Company a bond guaranteeing Licensee's performance of its obligations under this tariff and the associated License Agreement in a form agreeable to Telephone Company attached to the associated License Agreement ("Attachment Bond"). The amount of the Attachment Bond will be equal to five times the cumulative amount of the Annual License Fees or five hundred dollars (\$500.00), whichever is greater. The Attachment Bond must be provided upon the effective date of the associated License Agreement. Telephone Company may, in its sole reasonable discretion, change the Attachment Bond requirements from time to time upon at least 30 days prior notice to Licensee. The amount of the Attachment Bond will not operate as a limitation upon any of Licensee's obligations under this tariff or the associated License Agreement.

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7. RATES AND BILLING

7.1 Annual License Fee

Per foot of space per Pole, Per Year

An entity providing lawful communications services \$ 1.62

Per Conduit Duct Foot \$ 0.32

Nothing herein shall prevent Licensor and Licensee from agreeing to negotiate a separate per pole rate for pole attachments.

7.2 Payments

- (a) Licensee's obligation to pay an Annual License Fee will commence upon the date the Attachment subject to an Annual License Fee is approved ("Fee Commencement Date"). Subject to paragraph 7.2 (b) and 7.2 (c), Annual License Fees are payable by Licensee annually in advance without any set-off or deduction. Telephone Company will invoice Licensee for Annual License Fees in January of each calendar year during the Term as defined in the associated License Agreement, and Licensee will pay the invoice within 30 days of the invoice date.
- (b) Subject to paragraph 7.2 (c), an Attachment approved at any time during a calendar year will be considered approved for that entire calendar year, and the Annual License Fee for that Attachment will initially be invoiced on the annual January invoice for the succeeding year. This amount is due and payable in arrears and is in addition to the Annual License Fee described in paragraph 7.2 (a) that is paid in advance.

As an example of how invoicing would work under paragraph 7.2 (a) and 7.2 (b), assume the Fee Commencement Date for a particular Attachment is August 1, 2014. The first Annual License Fee for that Attachment would appear in the January, 2015 invoice. That invoice would reflect an Annual License Fee for that Attachment owed in arrears for the year 2014, as well as the Annual License Fee for that Attachment payable in advance for the year 2015. Subsequently, the Annual License Fee for that Attachment would be payable in advance each January at the then current Annual License Fee.

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

Effective:
In accordance with Case No.: 15-0889-TP-UNC
Issued by the Public Utilities Commission of Ohio

United Telephone Company of Ohio d/b/a CenturyLink
Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 7
Original Sheet 2

7.1 RATES AND BILLING (Cont'd)

7.2 Payments (Cont'd)

- (c) An Attachment approved after January 1 of the final calendar year of the Term (as defined in the associated License Agreement), will be considered approved for that entire calendar year, and the Annual License Fee for that Attachment will be invoiced within 90 days of the day the Term expires or terminates. This amount is due and payable in arrears. Licensee's obligation to pay this amount will survive the expiration or termination of this tariff and/or the associated License Agreement.

7.3 Adjustments in Annual License Fee

The Annual License Fee in existence at the time of the advance billing will apply to additional Attachments made during the billing period.

Issued: May 13, 2015
United Telephone Company Of Ohio
By Duane Ring, Vice President
LaCrosse, Wisconsin

OH 11-02 (UT)

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Pole Attachment And Conduit Occupancy Tariff
P.U.C.O. No. 1

Section 8
Original Sheet 1

8. DEFAULT AND REMEDIES

8.1 Licensee Default.

In addition to any Licensee Default specifically provided for elsewhere in this tariff and/or the associated License Agreement, and subject to any requirements for those same Licensee Defaults, a "Licensee Default" occurs if: (a) Licensee fails to pay a monetary obligation contained in this tariff or the associated License Agreement when due and payable, and the delinquency continues for a period of 15 days after Licensee's receipt of notice of delinquency from Telephone Company; (b) Licensee fails to perform a non-monetary obligation contained in this tariff and/or the associated License Agreement, and the non-performance continues for a period of 30 days after Licensee's receipt of notice of non-performance from Telephone Company, or when the non-performance cannot reasonably be cured within the 30 day period, if Licensee, within that 30 day period, has not commenced with due diligence the cure of the non-performance and thereafter fails to prosecute or complete with due diligence the cure of the non-performance. Licensee will not have more than 60 days from Licensee's receipt of notice to cure non-performance of a non-monetary obligation, despite its due diligence; (c) any representation or warranty of Licensee in the associated License Agreement proves untrue or incorrect; or (d) Licensee becomes insolvent, or bankruptcy or receivership proceedings are initiated by or against Licensee.

8.2 Telephone Company Remedies.

If a Licensee Default occurs, Telephone Company will have the immediate right, in addition to any other rights and remedies to which it is entitled under this tariff and/or the associated License Agreement, at law or in equity (including the right to seek specific performance), to terminate the associated License Agreement. In the event of termination, Licensee must remove all of its Attachments at its own expense within 60 days of termination, unless notified otherwise by Telephone Company. Telephone Company's termination of the Agreement does not release Licensee from any liability which exists at the time of termination or which may accrue after termination. If the Licensee Default falls under Section 8.1(a), Telephone Company may assess as a late fee interest at the highest interest rate allowed by Applicable Law against any outstanding amount from the due date of that amount until the date of payment.

8.3 Remedies Cumulative.

All remedies described in this tariff and the associated License Agreement are cumulative and are not exclusive of other remedies to which Telephone Company may be entitled under this tariff, the associated License Agreement, at law or in equity. Use of one or more remedies does not bar the use of any other remedy

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EXHIBIT C

The Tariff attached as Exhibit B is intended to include the terms and conditions governing attachments to poles owned by United Telephone Company of Ohio and the occupancy of conduit. The primary intent of the Tariff is to reflect the rates to be charged for pole attachments and conduit based on 2014 data in accordance with the Commission's February 25, 2015 order in Case No. 13-579-AU-ORD. The Tariff also seeks to establish terms and conditions for such matters as applications to attach, specifications for attachments, modifications to attachments, audit rights and responsibilities, insurance, indemnification, bonds and rights and responsibilities in the event of default.

No customers are immediately impacted by the introduction of this Tariff. Attachments to the Companies poles and occupancy of its conduit are presently governed by pole attachment agreements entered into by the Company with various attaching parties. Certain of those attaching parties may decide to terminate their existing pole attachment agreements and seek to attach to Company poles pursuant to the terms of this Tariff.

EXHIBIT D

United Telephone Company of Ohio d/b/a CenturyLink does not presently have any customers purchasing pursuant to a Commission-approved pole attachment or conduit occupancy tariff. Pursuant to the Commission's rules, the Company has pole attachment agreements with various parties setting forth the respective rights and responsibilities concerning pole attachments and conduit. Accordingly, a customer notice is not required.

EXHIBIT E

Pursuant to the Commission's February 25, 2015 entry in Case No. 13-579-AU-ORD, attached are the pole attachment and conduit occupancy rate calculations for United Telephone Company of Ohio based on 2014 data.

CABLE FORMULA
FOR DETERMINING MAXIMUM RATES FOR USE OF LEC UTILITY POLES
Using FCC Methodology (If Negative Net Pole Investment)
2014 Rates - United Telephone Company of Ohio

General Calculations:

1. NET POLE INVESTMENT

A. Gross Pole Investment (Account 2411 - Poles)	101	\$60,503,000
B. Accumulated Depreciation (Account 3124.11 - Poles)	201	\$77,142,000
C. Accumulated Deferred Income Taxes (Account 4340 - Poles)	401+404	\$0
D. Net Pole Investment 1D = 1A-1B-1C		(\$16,639,000)

2. NET TOTAL PLANT INVESTMENT

A. Gross Plant Investment (Account 2001)	100	\$1,735,600,000
B. Accumulated Depreciation (Account 3100)	200	\$1,791,661,000
C. Accumulated Deferred Income Taxes (Accounts 4100 and 4340)	403+406	(\$72,819,000)
D. Net Plant Investment 2D = 2A-2B-2C		\$16,758,000

3. DEPRECIATION ELEMENT

A. Depreciation Rate for Gross Pole Investment (FCC/ARMIS Prescribed)	301	0.0630
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4. MAINTENANCE ELEMENT

A. Maintenance Expense - Poles (Account 6411)	501	\$2,577,000
B. Rental Expense - Poles (Account 6411 - EXTC 59A + accruals)	501.2	\$1,993,000
C. Net Maintenance Expense - Poles 4C = 4A-4B	501.1	\$583,000
D. Gross Pole Investment (Line 1A)		\$60,503,000
E. Maintenance Element 4E = 4C/4D		0.0096

5. ADMINISTRATIVE ELEMENT

A. Total General and Administrative Expense (Accounts 6710 and 6720)	503	\$21,046,000
B. Gross Plant Investment (Line 2A)		\$1,735,600,000
C. Administrative Element 5C = 5A/5B		0.0121

6. TAXES ELEMENT

A. Total Operating Taxes (Account 7200)	504	\$18,523,000
B. Gross Plant Investment (Line 2A)		\$1,735,600,000
C. Taxes Element 6C = 6A/6B		0.0107

7. RETURN ELEMENT

A. Rate of Return		0.0654
B. Net Pole Investment (Line 1D)		(\$16,639,000)
C. Gross Pole Investment (Line 1A)		\$60,503,000
D. Return Element 7D = (7A*7B)/7C		(0.0180)

8. CARRYING CHARGE RATE

A. Sum of Carrying Charge Rate Elements 8A = 3A+4E+5C+6C+7D		0.0774
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9. OTHER INFORMATION

A. Pole Space Occupied per Attachment		1.0
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CABLE FORMULA
FOR DETERMINING MAXIMUM RATES FOR USE OF LEC UTILITY POLES
Using FCC Methodology (If Negative Net Pole Investment)
2014 Rates - United Telephone Company of Ohio

B. Usable Pole Space		13.5
C. Unusable Pole Space		24.0
D. Pole Height $9D = 9B + 9C$		37.5
E.		5.0
F.		3.0
G. Total Number of Poles	601	203,815

10. MAXIMUM YEARLY RATE PER POLE PER ATTACHMENT CALCULATION

A. Space Factor = Space Occupied/Usuable Space $10A = 9A/9B$	0.0741
B. Gross Cost of a Bare Pole = (Gross Pole Investment/Total No. of Poles) x .95 $10B = (1A/9G) \times .95$	\$282.01
C. Maximum Yearly Rate per Pole per Attachment $10C = 10A \times 10B \times 8A$	\$1.62

FORMULA FOR DETERMINING MAXIMUM RATE FOR USE OF LEC UTILITY CONDUIT
Using FCC Methodology
2014 Rates - United Telephone Company of Ohio

General Calculations:

1. NET CONDUIT INVESTMENT

A. Gross Conduit Investment (Account 2441 - Conduit)	102	\$31,998,000
B. Accumulated Depreciation (Account 3124.41 - Conduit)	202	\$30,684,000
C. Accumulated Deferred Income Taxes (Account 4340 - Conduit)	402+405	\$0
D. Net Conduit Investment 1D = 1A-1B-1C		\$1,314,000

2. NET TOTAL PLANT INVESTMENT

A. Gross Plant Investment (Account 2001)	100	\$1,735,600,000
B. Accumulated Depreciation (Account 3100)	200	\$1,791,661,000
C. Accumulated Deferred Income Taxes (Accounts 4100 and 4340)	403+406	(\$72,819,000)
D. Net Plant Investment 2D = 2A-2B-2C		\$16,758,000

3. DEPRECIATION ELEMENT

A. Depreciation Rate for Gross Conduit Investment (FCC/ARMIS Prescribed)	302	0.0240
B. Gross Conduit Investment (Line 1A)		\$31,998,000
C. Net Conduit Investment (Line 1D)		\$1,314,000
D. Depreciation Element 3D = (3B/3C)*3A		0.5844

4. MAINTENANCE ELEMENT

A. Maintenance Expense - Conduit (Account 6441)	502	\$85,000
B. Rental Expense - Conduit (Account 6441 EXTC 59A + accruals)	502.2	\$0
C. Net Maintenance Expense - Conduit 4C = 4A-4B	502.1	\$85,000
D. Net Conduit Investment (Line 1D)		\$1,314,000
E. Maintenance Element 4E = 4C/4D		0.0647

5. ADMINISTRATIVE ELEMENT

A. Total General and Administrative Expense (Accounts 6710 and 6720)	503	\$21,046,000
B. Net Plant Investment (Line 2D)		\$16,758,000
C. Administrative Element 5C = 5A/5B		1.2559

6. TAXES ELEMENT

A. Total Operating Taxes (Account 7200)	504	\$18,523,000
B. Net Plant Investment (Line 2D)		\$16,758,000
C. Taxes Element 6C = 6A/6B		1.1053

7. RETURN ELEMENT

A. Rate of Return		0.0654
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8. CARRYING CHARGE RATE

A. Sum of Carrying Charge Rate Elements 8A = 3D+4E+5C+6C+7A		3.0757
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9. OTHER INFORMATION

A. Percentage of Conduit Duct Capacity Occupied per Attachment		0.5
B. Conduit Duct in Km	603	1,907
C. Km per Mile		1.6093
D. Feet per Mile		5,280

FORMULA FOR DETERMINING MAXIMUM RATE FOR USE OF LEC UTILITY CONDUIT
Using FCC Methodology
2014 Rates - United Telephone Company of Ohio

10. MAXIMUM YEARLY RATE PER LINEAR FOOT CALCULATION

A. System Duct Length in Linear Feet	$10A = (9B/9C) * 9D$	6,256,733
B. Net Conduit Investment per Linear Foot	$10B = 1D/10A$	\$0.2100
C. Maximum Yearly Rate per Linear Foot	$10C = 9A * 10B * 8A$	\$0.3230

Worksheet A - Input Data
Pole Attachment and Conduit Rates

INPUT DATA			
State:	United Tel of Ohio		
Year:	2014		
Financial Data			
FCC Filed: Yes			
	<u>Description</u>		<u>T/S 855</u>
43-01 Report - Table III (\$000's)			
	TPIS - Gross Plant Investment	100	1,735,600
	Gross Investment - Poles	101	60,503
	Gross Investment - Conduit	102	31,998
	Accum Depreciation - TPIS	200	1,791,661
	Accum Depreciation - Poles	201	77,142
	Accum Depreciation - Conduit	202	30,684
	Depreciation Rate - Poles	301	6.30
	Depreciation Rate - Conduit	302	2.40
	Net Current Def Oper Inc Taxes - Poles	401	
	Net Current Def Oper Inc Taxes - Conduit	402	
	Net Current Def Oper Inc Taxes - Total	403	0
	Net Non-current Def Oper Inc Taxes - Poles	404	0
	Net Non-current Def Oper Inc Taxes - Conduit	405	0
	Net Non-current Def Oper Inc Taxes - Total	406	(72,819)
	Pole Maintenance Expense	501.1	583
	Pole Rental Expense	501.2	1,993
	Pole Expense	501	2,663
	Conduit Maintenance Expense	502.1	85
	Conduit Rental Expense	502.2	0
	Conduit Expense	502	85
	Total General & Administrative Expense	503	21,046
	Total Operating Taxes	504	18,523
	Equivalent Number of Poles	601	203,815
	Conduit System Trench Kilometers	602	601
	Conduit System Duct Kilometers	603	1,907
	Additional Rental Calculation Information	700	0
Other Input Information			

Worksheet A - Input Data
Pole Attachment and Conduit Rates

INPUT DATA				
State:	United Tel of Ohio			
Year:	2014			
	Rate of Return		6.54%	
FCC Rebuttable Presumptions				
	Pole Space Occupied per Attch.	(in feet)	1.0	
	Usuable Pole Space	(in feet)	13.5	
	Unusable Pole Space	(in feet)	24.0	
	Pole Height	(in feet)	37.5	
	Conduit Duct Capacity Occupied by Attach (%)		0.5	
Standard Conversion Rates				
	Km per Mile		1.6093	
	Feet per Mile		5,280	

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/13/2015 9:50:53 PM

in

Case No(s). 15-0889-TP-UNC

Summary: Application Of United Telephone Company of Ohio d/b/a CenturyLink to Introduce Pole Attachment and Conduit Occupancy Tariff electronically filed by Mr. Joshua S Motzer on behalf of United Telephone Company of Ohio d/b/a CenturyLink