

***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 The Champaign Telephone Company )  
to File a Tariff Pursuant to Chapter 4901:1-3, O.A.C. Concerning Pole Attachment and Conduit Occupancy )  
 )  
 )

Case No. 13-579-AU-ORD

Case No. 15 - 0948 - **TP** - ATA

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s) The Champaign Telephone Company

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 126 Scioto Street, Urbana, OH 43078

Company Web Address www.ctcommunications.com

Regulatory Contact Person(s) Jessica Meyer Phone 402-441-4315 Fax 402-441-4317

Regulatory Contact Person's Email Address jmever@consortiaconsulting.com

Contact Person for Annual Report Tim Bolander, President/General Manager Phone 937-653-4000

Address (if different from above) \_\_\_\_\_

Consumer Contact Information The Champaign Telephone Company Phone 937-653-4000

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](http://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

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

## 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 <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (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 <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (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 <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<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, The Champaign Telephone Company, and am authorized to make this statement on its behalf.  
Tim Bolander  
(Name)

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) 5/13/15 at (Location) Urbana, Ohio

\*(Signature and Title) [Signature]

(Date) 5/13/15

- 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, Jessica Meyer

\_\_\_\_\_, 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) Jessica Meyer, Consultant

(Date) 5-14-2015

\*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 A  
CURRENT TARIFF PAGES

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

P.U.C.O No 1

Section No.

Original Sheet No.

ORIGINAL TITLE SHEET

THE CHAMPAIGN TELEPHONE COMPANY

POLE ATTACHMENT TARIFF

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

# THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

P.U.C.O. No. 1

PREFACE  
Original Sheet No. 1

<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>
Title Sheet	Original	3-5	Original
Index 1	Original	3-6	Original
Index 1	Original	3-7	Original
1-1	Original	3-8	Original
1-2	Original	3-9	Original
Index 2	Original	3-10	Original
2-1	Original	3-11	Original
2-1a	Original	3-12	Original
2-1a cont.	Original	3-13	Original
2-1b	Original	3-14	Original
2-1c	Original		
2-2	Original		
2-3	Original		
2-4	Original		
2-5	Original		
2-6	Original		
2-7	Original		
2-8	Original		
2-9	Original		
2-10	Original		
Index 3	Original		
3-1	Original		
3-2	Original		
3-3	Original		
3-4	Original		



\* New or revised sheet

Issued: April 13, 1990

Effective: \_\_\_\_\_

In accordance with Order No. 90-5011-TP-TRF, issued  
By The Public Utilities Commission of Ohio, April 13, 1990

Issued by Michael W. Conrad, President, Urbana, Ohio.

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 1

Original Sheet No. Index

P.U.C.O. No. 1

TARIFF INDEX

SECTION ONE

Schedule of Fees and Charges

SECTION TWO

Rules and Regulations

SECTION THREE

Requirements and Specifications for Attachments to Poles

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AE, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio



SECTION ONE INDEX

SCHEDULE OF FEES AND CHARGES

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AREA MAP	2

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

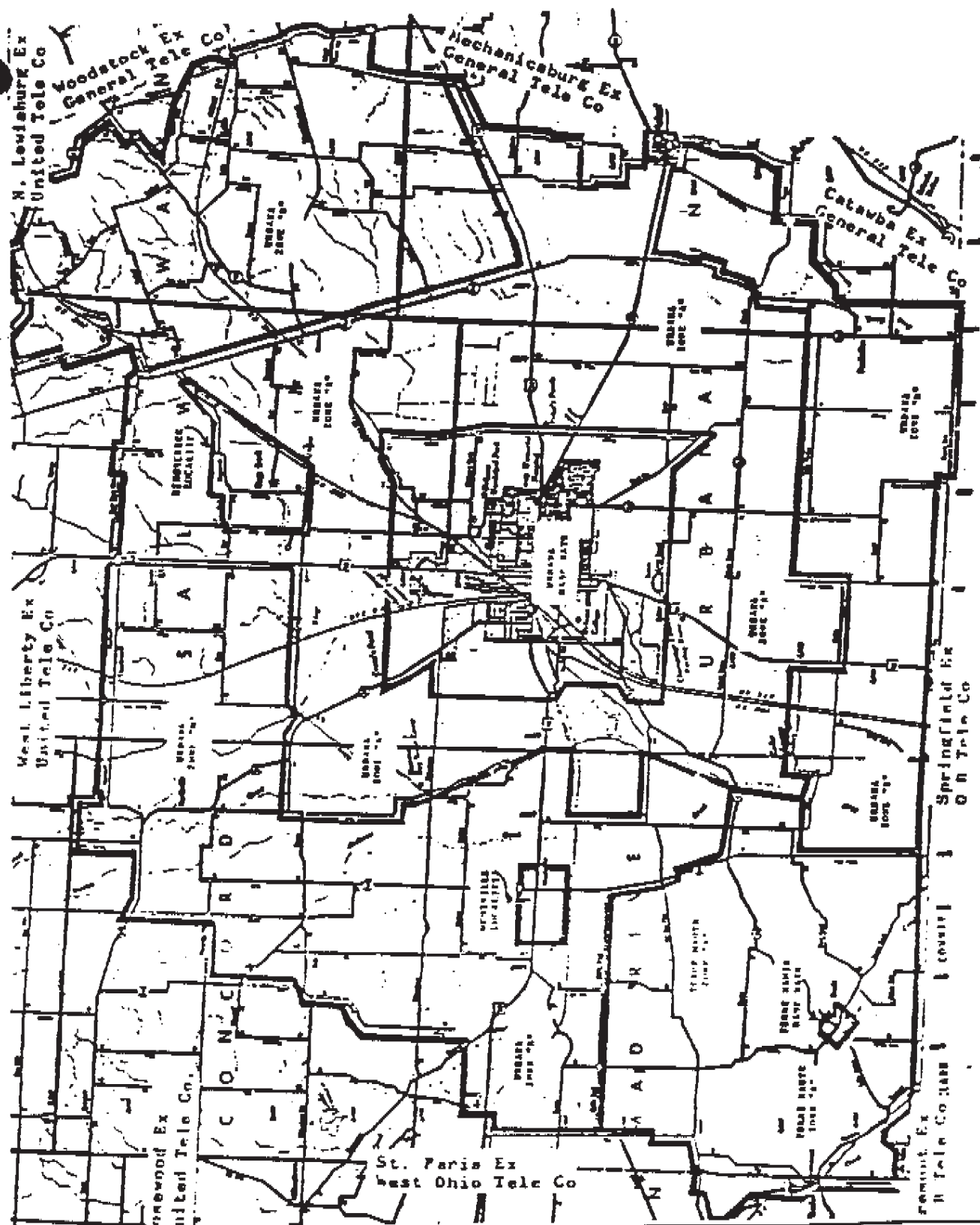
SECTION ONEPOLE ATTACHMENTSSCHEDULE OF PRINCIPLE RATES

The rates provided below are yearly rates and entitle a customer to use the poles specified by this tariff for all of The Champaign Telephone Company franchise area.

Attachment Fee:     \$1.75 per pole per annum  
                             \$7.00 per anchor attachment per annum

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Issued: September 29, 1982Effective: November 1, 1982In accordance with Order No. 81-736-TP-AIR, issuedBy The Public Utilities Commission of Ohio, September 29, 1982Issued by Jack W. Read, President, Urbana, Ohio



Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

SECTION TWO INDEXRULES AND REGULATIONS

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2. Application and/or Termination Notice	1a
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1. Availability of Facility	1
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3. Liability of Telephone Company	2
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Issued: September 29, 1982Effective: November 1, 1982In accordance with Order No. 81-736-TP-AIR, issuedBy The Public Utilities Commission of Ohio, September 29, 1982Issued by Jack W. Read, President, Urbana, Ohio

SECTION TWORULES AND REGULATIONS

## Paragraph 1.

DEFINITIONS

## Sub-Paragraph 1. Definitions

Poles - The Company's "poles" mean poles owned by the Company and poles owned by others to the extent that and for so long as the Company has the right to permit others to attach in the communications space.

Attachments - Attachments of the customer to poles of the Company as mentioned shall be understood to include attachments of the customer in space reserved for the Company, or space which the company has the right to use, on poles of other companies with which the Company now has or may hereafter have agreements for joint use and occupancy.

## Sub-Paragraph 2. Application and/or Termination Notice

The following Application and Termination Notice shall be executed as prescribed by this Tariff in order for the customer to be permitted the use of Company poles.

## Paragraph 2.

OBLIGATIONS AND LIABILITIES OF TELEPHONE COMPANY

## Sub-Paragraph 1. Availability of Facilities

Subject to the provisions of this Tariff, the Company will issue to the customer for any lawful communication purpose revocable, nonexclusive rights, upon approval of application, authorizing the attachments of the customers cable, equipment and facilities to the Company's poles within the area shown on the area map in Section One.

No use, however extended, of the Company's pole system nor payment of any fees or charges required under this tariff shall create or vest in the customer any ownership or property rights in said poles, but the customer's rights therein shall be and remain as set forth in this tariff. Nothing in the tariff shall be construed to compel the Company to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(continued)

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 2

Original Sheet No. 1a

P.U.C.O. No. 1

1a

THE CHAMPAIGN TELEPHONE COMPANY

Pole Attachment Application  
(Submit in Duplicate)

Page 1 of \_\_\_\_ Pages

Application No. \_\_\_\_

Date \_\_\_\_

City and State \_\_\_\_

In accordance with the terms and conditions of The Champaign Telephone Company's Tariff, as approved by the Public Utilities Commission of Ohio, Dated \_\_\_\_\_, 19\_\_\_\_, application to make attachments to the poles shown opposite items 1 through \_\_\_\_ on the supplement attached to this application.

The customer hereby agrees to pay the cost incurred by the Company in determining if the above specified facilities of the customer can be attached to the poles that the customer requests attachment or use in accordance with Section Two of the Company's Tariff.

\_\_\_\_\_  
(Name of Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 2

Original Sheet No. 1a cont.

P.U.C.O. No. 1

THE CHAMPAIGN TELEPHONE COMPANY

Pole Attachment Application (cont.)

Pole Attachment Application No. \_\_\_\_\_

Approval is hereby granted to make the attachments shown opposite items 1 through \_\_\_\_\_ on the supplement to this application. Subject to acceptance by the customer of the obligation to pay the full cost of the replacement of poles, charges, and rearrangements of facilities on poles and purchases shown opposite items 1 through \_\_\_\_\_ on the supplement to this application.

THE CHAMPAIGN TELEPHONE COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ accepts obligation to pay the full cost  
(Name of Customer)  
of pole replacements, charges and rearrangements of facilities of poles and purchases shown opposite items 1 through \_\_\_\_\_ on the supplement to this application.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

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# THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 2

Original Sheet No. 1b

P.U.C.O. No. 1

1b

## Pole Attachment Application Supplement

Page \_\_\_\_ of \_\_\_\_

POLE NO.	LOCATION	ATTACHMENTS	WORK DESCRIPTION	COST
1				
2				
3				
4				
5				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

NOTE: COSTS SHOWN ARE ESTIMATED. FINAL COST WILL BE DETERMINED BY ACTUAL TIME AND MATERIAL REQUIRED TO DO THE MAKE-READY WORK.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio



1c

## THE CHAMPAIGN TELEPHONE COMPANY

NOTIFICATION OF TERMINATION  
of Pole Usage by Customer

Notification No. \_\_\_\_\_ Date \_\_\_\_\_

City and State \_\_\_\_\_

In accordance with the terms and conditions of the Company Tariff, notice is hereby given that the pole attachment service covering attachments to The Champaign Telephone Company outside plant structure, as shown on the attached sketch, is terminated.

\_\_\_\_\_  
(Name of Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Date Termination Notice Received \_\_\_\_\_

THE CHAMPAIGN TELEPHONE COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Issued: September 29, 1982

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The Company reserves the right to determine whether use by customer would adversely affect its common carrier communication service and its ability to meet its duties and obligations with respect to the questions of economy, safety and future needs of the Company and other joint users.

When multiple applications, including application of the customer are received by the Company with respect to any pole which must be replaced or rearranged to provide additional space prior to commencement of the work on that pole, the Company will endeavor to prorate to the extent that it is practical between customers for pole space, the common expenses of engineering, rearrangements and replacements, if any, which result from the processing of multiple applications. The customer shall be bound by the Company's determination as to any such proration of cost to the customers.

#### Sub-Paragraph 2. Inspection of Installations

The Company, because of its service obligations to the public, reserves the right to inspect each new installation of, or work operation upon, the customer's distribution system on the Company's poles or within the area around the Company's lines or appliances and to make periodic inspections semi annually or oftener as plant conditions may warrant. The customer shall, on demand, reimburse the Company for the expense of such inspections in accordance with Paragraph 4 of this section.

#### Sub-Paragraph 3. Liabilities of the Company

In the event the customer makes or maintains any attachments to the Company's poles other than as provided in this tariff, or if the customer fails to remove any of its cable, equipment or facilities from the Company's poles as required by this Tariff, the Company shall have the right, without notice to the customer, to remove such attachments at the cost and expense of the customer and without any liability therefore.

The Company reserves to itself, its successors and assigns, the right to maintain its poles, conduit system and trench system and to operate its facilities in such manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the customer for any interruption to service of the customer or for interference with the operation of the cable, equipment or facilities of the customer arising in any manner out of the use of the Company's poles, conduit system and trench system except from the Company's sole negligence, in which case the Company's liability shall be limited to the cost of repair, if any, of the customer's cable, equipment or facilities.

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## Sub-Paragraph 4. Obligations of the Company

If any part of the customer's distribution system is not in compliance with or maintained in accordance with this tariff the Company may upon ten days written notice to the customer and in addition to any other remedies the Company may have, remove the customer's distribution system from any or all of the Company's poles, or perform such other work and take such other action in connection with said distribution system that the Company deems necessary or advisable, at the cost and expense of the customer and without any liability; provided, however, that when in the judgement of the Company (such judgement to be conclusive) such a condition may endanger the safety of the Company's employees or interfere with the performance of the Company's service obligations, the Company may take such action without notice to the customers.

The Company shall give such notice as is reasonable in the circumstances, provided, however, that in cases of emergency, (the Company's judgement as to what constitutes an emergency to be conclusive) the Company may arrange to relocate, remove or replace the attachments placed on said poles by the customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon, or for the service needs of the Company and the customer shall reimburse the Company for the expense incurred.

## Paragraph 3.

OBLIGATIONS AND LIABILITIES OF CUSTOMER

## Sub-Paragraph 1. Specifications

The customer's cables, equipment and facilities shall be placed and maintained in accordance with the requirements and specifications of Section Three. The customer shall be in compliance with any other rules or orders now in effect or that may be issued by The Public Utilities Commission of Ohio or other authority having jurisdiction, unless different standards are specified, the provisions of the National Electrical Code (1968 Edition) and the National Electrical Safety Code (1977 Edition) and any amendments or replacements, shall be applicable.

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**Sub-Paragraph 2. Rights to Poles and/or Attachments**

The customer will obtain from public authorities and private owners of real property any and all permits, franchise, licenses and grants necessary for the lawful exercise of any application granted under this tariff.

The customer shall not assign, transfer or sublet the privileges under this tariff, or sell, lease or otherwise permit the use of its facilities on any pole or poles of the Company, without prior written application to the Company.

**Sub-Paragraph 3. Liabilities of Customer**

The customer shall exercise special precautions to avoid damaging the cable, equipment or facilities of the Company and of others occupying the Company's poles, conduit system and trench system and the customer assumes all responsibility for any and all loss for such damage. The customer shall make an immediate report to the company of the occurrence of any such damage and agrees to reimburse the respective owners for the expense incurred in making repairs.

The customer shall indemnify and hold harmless the Company against any and all claims, demands, causes of action, damages, costs or liabilities of every kind and nature whatsoever which may arise out of or be caused by (1) the erection, maintenance, presence, use or removal of the customer's cable, equipment and facilities on the Company's poles, and within the Company's conduit system and trench system, (2) any act of the customer on or in the vicinity of the Company's poles, conduit system and trench system, or (3) any interruption, discontinuance, or interference with the customer's service to any of its subscribers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this Tariff. The customer shall, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceeding brought or instituted against the Company on any such claim, demand or cause of action; and shall pay and satisfy any judgement or decree rendered against the Company, and the customer shall reimburse the Company for any and all legal expenses incurred by the Company in connection therewith. The customer shall also indemnify, protect and save harmless the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the customer's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacturer, use operation of the customer's equipment whether

Issued: September 29, 1982Effective: November 1, 1982In accordance with Order No. 81-736-TP-AIR, issuedBy The Public Utilities Commission of Ohio, September 29, 1982Issued by Jack W. Read, President, Urbana, Ohio

arising from the use of the customer's equipment in combination with the Company's poles, conduit system, trench system or otherwise.

Sub-Paragraph 4. Obligations of Customer

Any use/attachments by customer to Company's poles shall terminate without further notice to the customer as to individual poles included in the event the customer has not attached within 60 days from the date that the Company has notified customer that such poles are available for attachment of the operating facilities of customer, unless Company in the exercise of its sole discretion agrees to extend the period at the request of the customer.

Upon notice from the Company to the customer that the Company has been advised by governmental authority or private property owners that the use of any pole is not authorized or that any pole is to be removed, sold or otherwise disposed of, the customer shall upon request by the Company, remove its cables, equipment and facilities at once from the affected pole or poles at the customer's expense.

The customer agrees to comply with and qualify under the Workman's Compensation Laws of the State of Ohio, and also agrees to cause every subcontractor to comply with and qualify under said laws, and shall furnish copies of Certificate demonstrating such compliance to The Champaign Telephone Company prior to commencement of the work.

The customer agrees to purchase and maintain liability insurance, naming The Champaign Telephone Company as a co-insured and insuring such named insured against loss or damage on account of claims for bodily injuries, death or property damage suffered by a person or persons in connection with the performance of construction and/or installation upon the customers part in the single limit amount of Five Hundred Thousand Dollars (\$500,000) for each such occurrence. The insurance required herein shall be evidence by a Certificate of Insurance acceptable to The Champaign Telephone Company and shall be filed with The Champaign Telephone Company prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded will not be modified or cancelled until at least fifteen (15) days prior written notice (or longer period of required by law) has been given to The Champaign Telephone Company.

Customer insurance shall also provide contractual liability coverage satisfactory to the company with respect to liability assumed by the customer under Sub-Paragraph 3 of Paragraph 3.

(continued)

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

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The customer shall not make any attachments until notified in writing by the Company that all replacements, rearrangements, changes and purchases have been completed. Any guying, strengthening or stepping of poles, required to accomodate the the customer's attachments, shall be provided at the expense of the customer in accordance with the specification in Section Three.

Paragraph 4.

PAYMENT PROCEDURE

Sub-Paragraph 1. Billing and Payment

For the purpose of computing the total pole and anchor attachment fees due, the total fee shall be based upon the number of pole and anchors to which attachments are actually made, on December 31 of the preceding year. For the period ending December 31 of each calendar year in which the initial attachment is made to any pole and any anchor, the customer shall pay to the Company an attachment fee of 50% of the annual rate per pole and per anchor, payable on the first regular payment date, based upon the number of poles and anchors on which initial attachments were made during such calendar year.

Attachment fees shall be due and payable annually, in advance, on the 28th day of February of each year. Failure to pay such fees within 20 days after presentment of the bill on the specified payment date, whichever is later, shall constitute a default.

Upon termination or surrender, no refund of any attachment fee shall be made; provided however, that in case of any termination pursuant to the provision of Paragraph 6, Sub-Paragraph 1, a proportionate refund of the applicable prepaid annual attachment fee shall be made.

Sub-Paragraph 2. Other Charges and Payments

All charges for inspection, engineering, rearrangements, removals of the customer's facilities from the Company's poles and without limitation, any work performed for the customer shall be based upon the full cost and expense, including overhead, to the company for performing such work for the customer. The cost to the Company shall be determined in accordance with the regular and customary methods used by the Company in determining such costs.

(continued)

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The charge for replacement of poles shall include the entire nonbetterment cost to the Company, including the increased cost of larger poles, sacrificed life value of the poles removed, cost of removal less any salvage recovery and the cost of transferring the Company's facilities from the old to the new poles.

All bills for such other charges for work performed by the Company shall be payable upon presentment to the customer, and shall be deemed delinquent if not paid within 30 days after presentment to the customer.

**Sub-Paragraph 3: Bond and/or Deposits**

The customer shall furnish bond or other security satisfactory to the Company in such amount as the Company from time to time may require, in an initial amount of FIVE THOUSAND DOLLARS (\$5,000) to guarantee the payment of any sums which may become due to the Company arising out of this tariff including but not limited to rates due or charges for work performed for the benefit of the customer, including the removal of the customer's facilities upon termination of the use and/or attachments by the customer.

**Sub-Paragraph 4. Nonpayment**

At the option of this Company nonpayment of any amount due under this Tariff can result in the termination of service.

**Paragraph 5.**

**POLE REPLACEMENTS AND REARRANGEMENTS**

If any pole or poles of the Company to which the customer desires to make attachments is inadequate to support or accomodate the additional facilities of the customer in accordance with the specifications set forth in Section Three, the Company, at its option, shall replace such poles to permit the customer's attachments. The customer agrees to reimburse the Company in accordance with the terms of the Paragraph 4 for the cost and expense of replacing such inadequate poles with suitable poles. If the Company determines that the attachments the customer desires to make can be accommodated on present poles of the Company by rearranging or changing the facilities, or by purchasing additional pole space from the others joint owner or owners of the poles. The customer shall reimburse the Company in accordance with the terms of Paragraph 4 for the cost and expense for making such rearrangements, changes, or purchases. The customer shall also reimburse the owner or owners of other facilities attached to said poles for any expense

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Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

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incurred by it or them in transferring such facilities to another pole or rearranging such facilities to accomodate the customer's attachments. The customer is not entitled to reimbursement of any amount paid to the Company, by reason of the use by the Company or other authorized users of poles of any of the additional pole space acquired.

The Company will indicate on the application by the customer, the replacements, charges, rearrangements and purchases necessary to accomodate the proposed attachments of the customer and the amount to be charged, and return the application to the customer. If the customer still desires to make the attachments, it shall return the application with the payment set forth in the application. The Company will then endeavor to perform or have performed such work as soon as is practicable, and upon completion will notify the customer by return of the application appropriately indicated.

Should the Company, or another public utility or governmental agency with whom it then has a joint-use agreement, need for its own service requirements the space occupied by the customer's attachments on any of the Company's poles, the customer will be notified that it shall either, at its own expense, vacate the space by removing its attachments, or it shall authorize the Company to replace the poles at the expense of the customer, or, if the Company advises the customer that the customer's desired attachments can be accomodated on present poles of the company by rearranging or changing the Company's facilities, or by purchasing additional pole space, the customer shall authorize the Company to make such rearrangements, changes or purchases. Any guying, strengthening or stepping of poles will be provided at the expense of the customer in accordance with the specifications in Section Three, and to the satisfaction of the Company.

Paragraph 6.

#### TERMINATION OF USAGE AND/OR ATTACHMENTS

##### Sub-Paragraph 1. Customer's Right to Terminate

The customer may at any time remove its facilities from any pole of the Company, but shall immediately give the Company written notice of such a removal. If the customer terminates its usage but fails to remove its facilities from the Company's poles, the Company shall have the right to remove the customer's facilities at the customer's expense and without any liability on the part of the Company for

(continued)

Issued: September 29, 1982

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damage or injury to the customer's facilities. In the event that the customer's cables, equipment, and facilities shall be removed from any pole as provided in this Section, no attachment shall again be made to such pole unless the customer shall have first complied with all of the provisions of the tariff.

**Sub-Paragraph 2. Company's Right to Terminate**

If the customer shall fail to comply with any of the terms or conditions of this Tariff or default in any of its obligations under this Tariff and shall fail within thirty (30) days after written notice from the Company to correct such defaults or noncompliance, the Company at its option may terminate service.

The Company shall have the right to terminate this service, upon such notice as the Company in its sole judgement deems reasonable:

- (1) If the customer's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or
- (2) If, as a result of legislation or of the action of a regulatory body, this tariff shall, in whole or in part, become illegal, prohibited or impossible of lawful performance. Either party may at any time notify the other that in its opinion the conditions of termination in this paragraph have been met and that the service has been terminated. Such notice, in the absence of bad faith, shall be conclusive upon the customer and the Company.
- (3) If the customer fails to comply with the specifications in Section Three or the insurance provisions the Company shall have the right to terminate the service.

**Paragraph 7.**

**SPECIAL TYPES OF CONSTRUCTION OR FACILITIES**

The customer shall, at its own expense, make and maintain its pole attachments in a safe condition and in thorough repair, and in a manner acceptable to the Company, and so as not to conflict with the use of the poles by the Company or by other authorized users of said poles, or interfere with other facilities or which may from time to time be placed on the poles. The customer shall, at its own expense, upon notice from the Company, relocate or replace its facilities placed on the poles, or transfer them to substituted poles, or perform any other work in connection with the facilities that may be required.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

Paragraph 8.

UNAUTHORIZED USE OF POLES AND/OR ATTACHMENTS

If any cable, equipment or facilities of the customer shall be found on a pole for which no application is outstanding, the Company, without prejudice to its other rights, (1) impose a charge, and (2) require the customer to remove such cable, equipment or facilities at the customer's expense. The Company may remove them without liability and the expense of removal will be the customers.

Such charge imposed above shall be made from the date of original application by customer for use and/or attachments. Such payment should be due forthwith upon receipt by the customer in accordance with Section One.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

SECTION THREE INDEXREQUIREMENTS AND SPECIFICATIONS

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SECTION THREEPOLE ATTACHMENTSREQUIREMENTS AND SPECIFICATIONS

## Paragraph 1.

RESPONSIBILITIES OF CUSTOMER

## Sub-Paragraph 1. General

The customer is responsible for the proper design, construction and maintenance of its attachments. Attachments are limited to the customer's strand-supported cable, service drop, terminals and necessary appurtenances deemed by the company to be suitable for pole mounting.

Any rearrangements of the company's facilities or replacement of poles required to accomodate the customer's attachments shall be done by the company or a contractor authorized by the company.

The fees and charges specified in Section One shall be applicable to all applications granted to the customer, without regard to the method of attachment used.

The customer's attachments shall be plainly identified by appropriate markings satisfactory to the company.

The customer's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

All requirements of the National Electrical Safety Code referred to shall mean the 1977 Edition of such code, or any later amendment or replacement, and shall include any additional requirements of any applicable Federal, State, County or Municipal code. References to simply the Safety Code, or to N.E.S.C., having the same meaning.

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Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

All new cable plant installed by the customer shall be constructed on a strand that is separate from the company's strand and cable plant as shown in the illustrations.

The customer may permit a subsequent customer to attach its cable to the strand of said customer where it is acceptable to the company. Said customer shall continue to be responsible for the payment of all fees and charges specified in this tariff.

#### Sub-Paragraph 2. Voltage, Power, Electrical Interference

The customer's attachments shall not use or carry voltage or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code (Definition 43). However, all parts of the customer's attachments carrying voltage in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signalling or control voltages, shall be enclosed on an effectively ground sheath or shield. All energized parts of the customers attachments shall be suitable covered to prevent accidental contact by the general public. The company's workmen or workmen of another customer having facilities on the same pole.

No attachment shall use the earth as the sole conductor for any part of the circuit.

The customer shall not circumvent the company's corrosion mitigation measures (e.g., short circuit insulating joints).

#### Sub-Paragraph 3. Grounding and Bonding

All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole area where a power utility has a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. Where a power utility's vertical ground wire is not available, the customer must provide grounding acceptable to the company. All cabinets, housings and metal socket bases on a common pole shall be bonded to each other, to the company's strand and to the customer's strand.

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Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

Where two or more aerial suspension strands are located on the same pole, the suspension strands shall be bonded together by the customer at the first, last and every intermediate tenth pole until the remaining section between bonds is not more than thirteen nor less than four spaces. Strands shall be bonded at or near the first pole on each side of underground dips. All strand bonds are to be made with #6 copper wire and approved clamps.

Where the customer has been authorized to attach the bond wire to the company's strand, the customer is responsible for completing the bond. If the customer is not authorized to attach to the company's strand, the customer shall attach the bonding wire to its strand and leave a sufficient length of wire to allow the company to complete the bond. Where the strands of two or more customers are to be bonded together the customer placing the last strand, if authorized to do so by the other customers, shall make both connections. Where such authorization is not granted by the customer owning the existing strand, the customer shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such case, the customer owning the existing strand shall be responsible for completing the bond.

Strands attached to the same bolts do not have to be bonded, provided that the strand is not insulated and metal to metal contact is made between bolt and strand.

When a customer's strand leaves a pole which carries other strands supporting communications cables, and the customer's strand continues to a pole carrying power facilities but no communications facilities of the company, the customer's cable shall be:

- a) Bonded to the other communications strands on the pole it leaves
- b) Bonded to an effective ground, preferably within two spans but not greater than ten (10) spans, after leaving said pole, and
- c) Bonded with a No. 6 solid, soft-drawn copper wire. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog number 9000, or equivalent).

Strands supporting drop wire shall be bonded to the cable suspension strand.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

## Sub-Paragraph 4. Clearances

The customer's attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

NESC 1977 Edition  
General Rule

- |   |     |
|---|-----|
| a) Vertical clearance on poles jointly occupied by communications facilities and power facilities.  | 238 |
| b) Mid-span clearances between communication facilities and power facilities  | 238 |
| c) Crossing clearances of facilities carried on different supports.   |     |
| d) Clearances from street light bracket and associated wiring.  | 238 |
| e) Clearance of conductors from another line  | 234 |
| f) Clearance of vertical and lateral conductors from other wires and surfaces on the same support   | 239 |
| g) Clearance in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support | 235 |
| h) Vertical clearance of wires above ground or rails  | 232 |

## Sub-Paragraph 5. Location and Spacing

The minimum vertical separation between the customer's suspension strand and the company's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. (See Illustrations) Separation between the bolt holes shall in any event be at least four (4) inches. The customer's suspension strand and cable shall be located above the company's facilities unless the company permits otherwise. The minimum span separation shall not be less than the separation at the pole.

(continued)

Issued: September 29, 1982Effective: November 1, 1982In accordance with Order No. 81-736-TP-AIR, issuedBy The Public Utilities Commission of Ohio, September 29, 1982Issued by Jack W. Read, President, Urbana, Ohio



The minimum separation between the customer's and the company's suspension strands specified herein also applies between the customer's strand and the suspension strand of another customer, and between two or more strands of the customer; provided, however that the customer may agree with another customer to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

Where the customer's strand is above the company's strand, the customer's strand-mounted equipment housings and cable drip loops shall be placed at least six (6) inches above the company's facilities.

Power supply cabinets and other pole mounted equipment shall not be permitted below the company's facilities on a pole where any of the following are present:

- (a) Underground riser cable or pipe.
- (b) Cross-connecting terminal
- (c) Pole-mounted distribution terminal
- (d) Pole mounted closure
- (e) Apparatus case
- (f) Air dryer
- (g) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.

The customer shall be required to place all of its attachments, including amplifiers, power supply, terminals, splitters and taps, so as not to interfere with climbing space as defined in the National Electrical Safety Code (Rule 236).

Where by material agreement with the power utility, attachment of cable to both sides of the pole is permitted, two customers may employ a common through bolt provided one customer accepts, in writing, the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

The customer shall not attach its facilities, except the termination of the bond wire when authorized, to the company's strand on suspension bolt.

Through bolts may not be placed less than 10 inches from the top of the pole.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio



## Sub-Paragraph 6. Loading

The customer shall furnish to the Company as a part of the application the details as to the ultimate strength, tension at 60 deg. F., and maximum tension in its suspension strand or conductor under the applicable storm loading specifications in the Code.

The customer shall furnish the Company as part of the application, details as to the weight and size of its cable, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Code 251) or appropriate local code for the loading area concerned. N.E.S.C.: Rule 20 covers the degree of loading (light, medium, heavy) appropriate in different sections of the county. Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

The customer may lash its cable to the strand of another customer where this is acceptable to all other customers involved and to the Company. Maximum tension of the customer's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code (Rule 251). Where any governmental authority designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

## Sub-Paragraph 7. Guying and Stepping

Guying will be required on poles where the total unbalanced load, including the tension due to the customer's attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designed as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of the company to withstand the additional load.

Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261). On poles supporting communication facilities only, guying shall be in compliance with Grade C construction requirements of the Code.

(continued)

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 3

Original Sheet No. 7

P.U.C.O. No. 1

Guy guards shall be installed in compliance with N.E.S.C. Rule 282E.

The customer may attach its guy to the Company's anchor rods where the company specifically authorized it in writing.

The customer will pay the annual rental charge set forth in Section One for attachment of his guy to the Company's anchor.

When the Company and/or others have to transfer their guys from an existing anchor to a new anchor to accomodate the guy of a customer, the customer shall reimburse the Company as well as others for their costs and expenses incurred to perform the necessary work, as well as the cost of replacing the new anchor.

Should it become necessary for the Company to replace or relocate an anchor to which the customer is attached, the customer shall be responsible for the transfer of his own equipment, and if the Company replaces the anchor to provide added strength for the Company's requirements, the anchor shall be replaced by the Company at the customer's expense if the existing anchor rod would support the Company's attachment without regard to the customer's guy.

More than one customer may use a common guy to sustain their combined load.

Guys shall be insulated or grounded as specified in the Safety Code (Rules 282 and 283). The customer's guys shall not short circuit the Company's guy insulators.

Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached.

Where the Company determines that because of the customer's activity on a pole, the pole must be stepped, the company will have the pole stepped at the customer's expense. The Company will determine the extent, method and manner of stepping required in view of the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

## Paragraph 2.

RESPONSIBILITIES OF TELEPHONE COMPANY

## Sub-Paragraph 1. General

While many of the standards and technical requirements for the customer's cable, equipment and facilities are set forth, the Company reserves the right to specify the type of construction required in situations not otherwise covered in this Section. In such cases, the Company will in its discretion furnish to the customer written and/or illustrated materials which will specify and explain the required construction.

## Sub-Paragraph 2. Voltage, Power, Electrical Interference

The Company shall determine whether the customer's attachments cause or may cause electrical interference with the Company's communication facilities. The customer shall, on demand of the Company, correct immediately at the customer's expense any such interference including, if necessary, removal of the attachment causing the interference.

## Sub-Paragraph 3. Location and Spacing

The Company shall specify the location of the customer's attachments on each pole, including the location of the customer's riser cables. Cable arms shall not be used in lieu of any additional pole height that may be required.

## Paragraph 3.

EMERGENCY CONDITIONS

In case of emergency:

- (a) The Company's work shall take precedence over any and all operations of the customers on the Company pole lines.
- (b) The Company may rearrange the customer's cable, equipment and facilities at the expense of the customer.

Issued: September 29, 1982

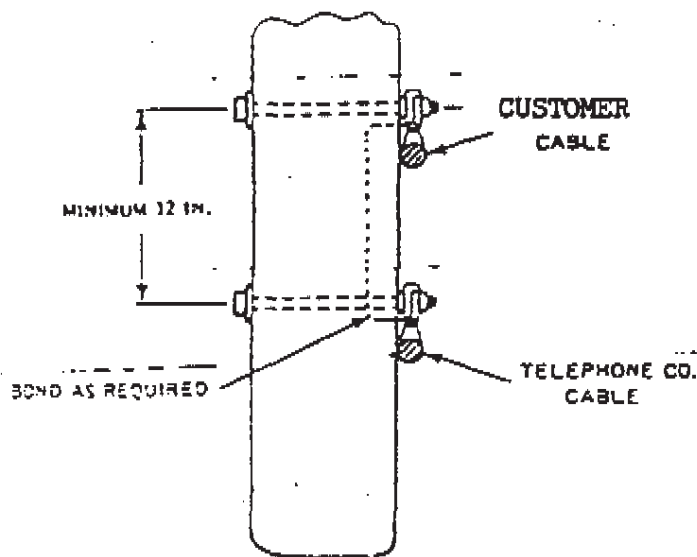
Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

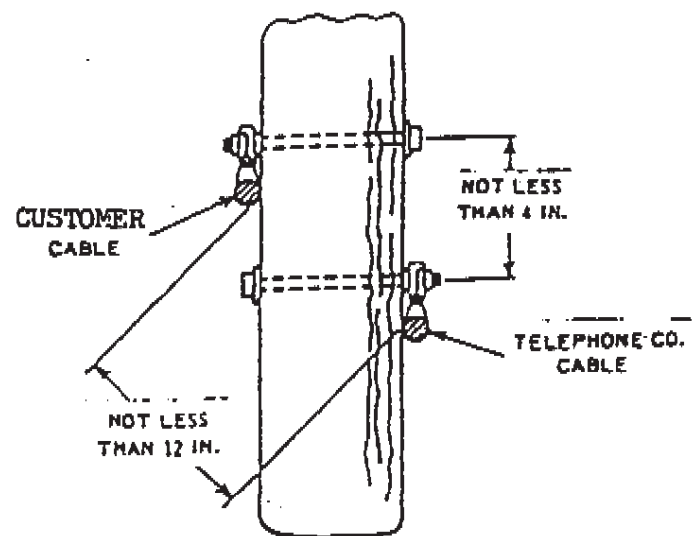
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Illustration 1



PREFERABLE CLEARANCE



ALTERNATE METHOD OF  
OBTAINING CLEARANCE

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

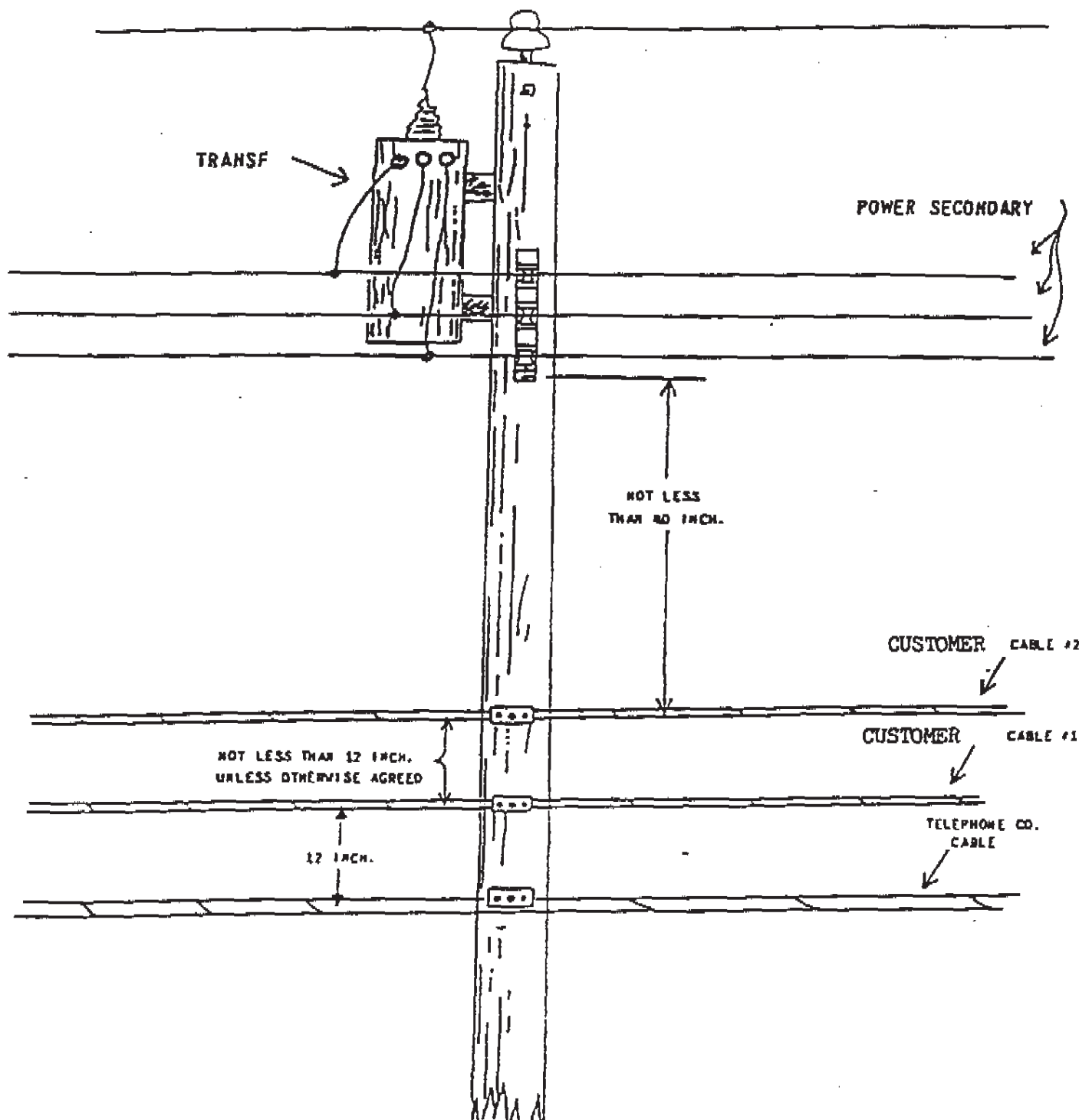
THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Section No. 3  
Original Sheet No. 10

P.U.C.O. No. 1

Illustration 2



Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

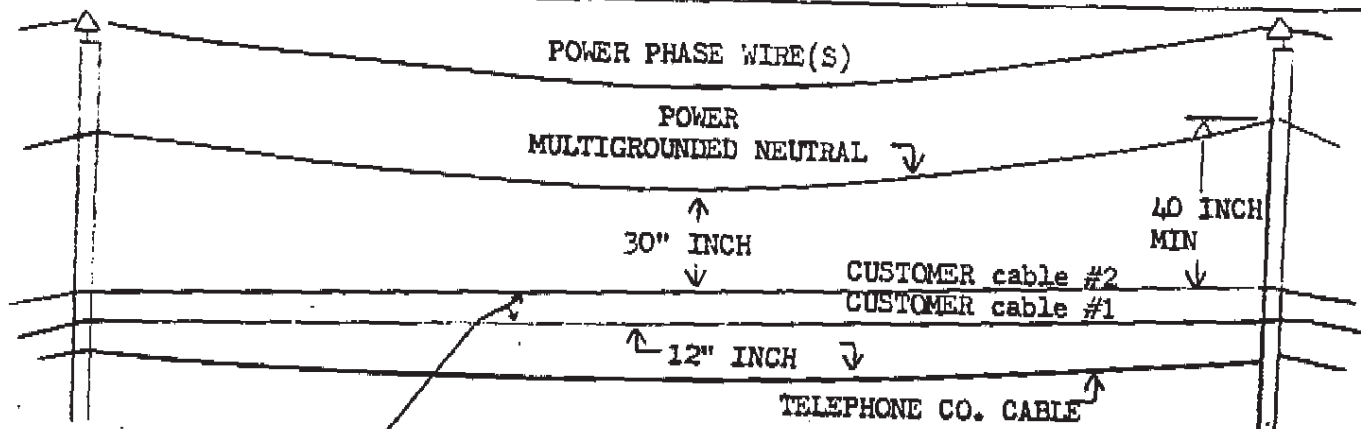
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# THE CHAMPAIGN TELEPHONE COMPANY

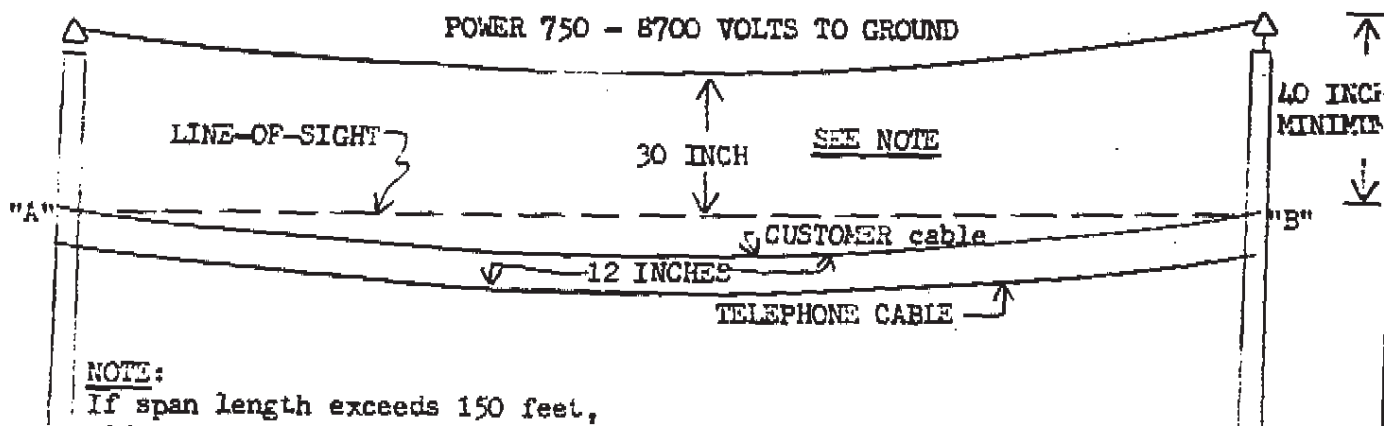
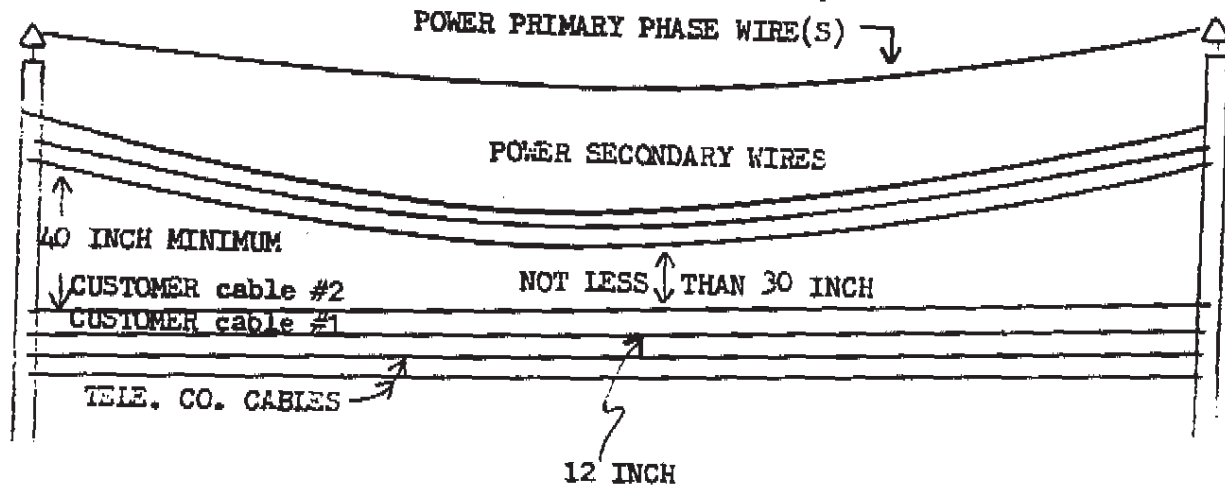
Urbana, Ohio

P.U.C.O. No. 1

Section No. 3  
Original Sheet No. 11



Not less than 12 inch unless otherwise agreed



## NOTE:

If span length exceeds 150 feet, midspan separation must be 30" above line of sight between "A" & "B".

Issued: September 29, 1982

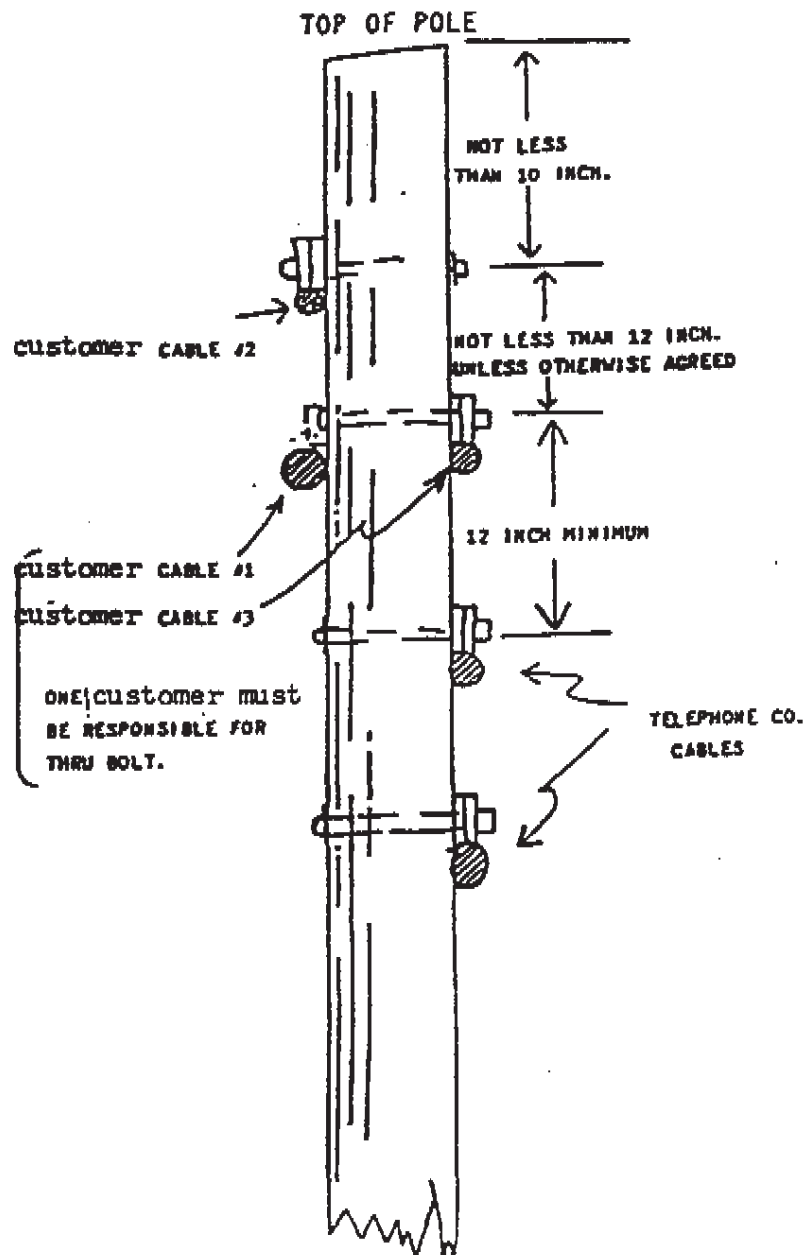
Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

Illustration 4



Issued: September 29, 1982

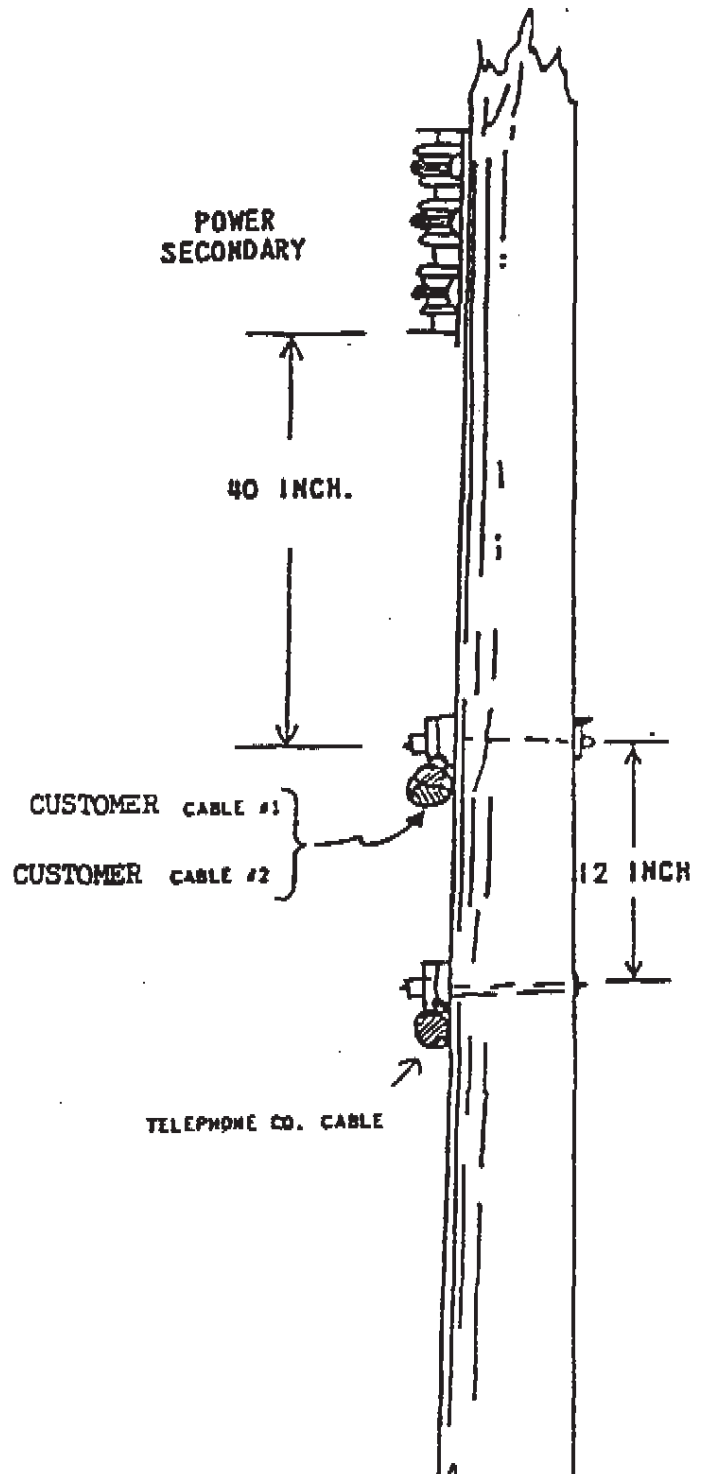
Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio

Illustration 5



ONE CUSTOMER MUST  
BE RESPONSIBLE FOR  
THRU BOLT & MESSENGER.

Issued: September 29, 1982

Effective: November 1, 1982

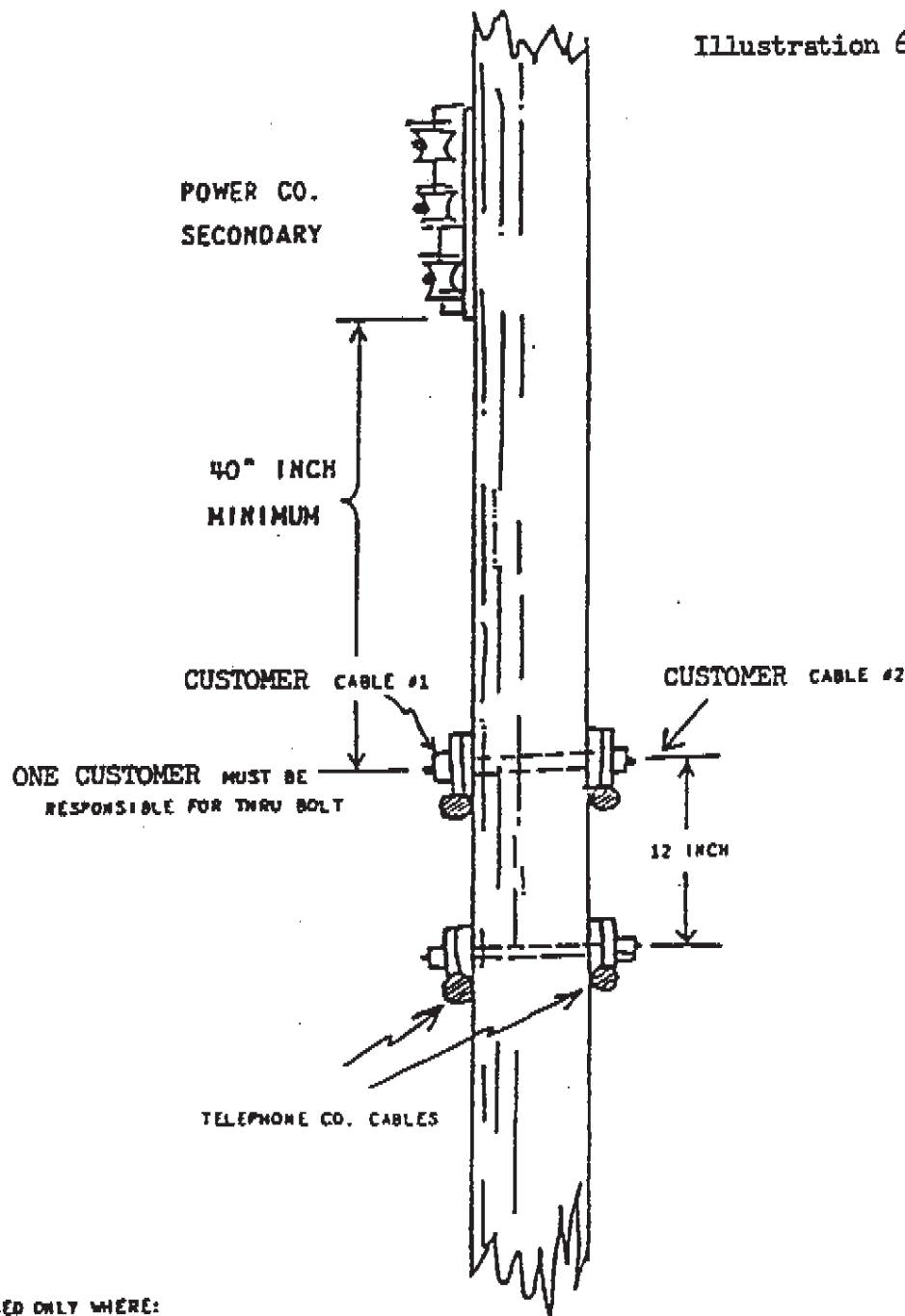
In accordance with Order No. 81-736-TP-AIR, issued

By The Public Utilities Commission of Ohio, September 29, 1982

Issued by Jack W. Read, President, Urbana, Ohio



Illustration 6



TO BE USED ONLY WHERE:

1. POWER COMPANY AGREES
2. TELEPHONE COMPANY AGREES
3. BOTH CUSTOMERS AGREE
4. CLIMBING SPACE IS NOT IMPAIRED

Issued: September 29, 1982

Effective: November 1, 1982

In accordance with Order No. 81-736-TP-AIR, issued  
By The Public Utilities Commission of Ohio, September 29, 1982  
Issued by Jack W. Read, President, Urbana, Ohio

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Second Revised Sheet No. 3

P.U.C.O. No. 1

Billing and Collections Services

Interexchange billing and collection services, except for recording services, are deregulated. Recording services, other than billing name and address services, while subject to regulation by the Public Utilities Commission of Ohio, are detariffed effective January 1, 1988. Upon conversion of an end office to equal access, billing name and address (BNA) information for non-presubscribed traffic shall be provided to interexchange carriers upon request at the following rates, terms and conditions.

Billing Name and Address (BNA) Service

(N)

Description

Billing Name and Address (BNA) is a service whereby the Telephone Company will provide billing information to a customer, as the information is available in the Telephone Company's customer records database. BNA may be different than the listed name and address of the customer's exchange telephone service.

General Regulations

BNA will be provided on a total file output or on a file update basis. Requests of a customer will be provided from a current billing cycle database. File update information will be provided in paper format or tape when available. When a customer orders a total file output of BNA he must specify the accounts requested and the type of output (tape, paper). Also, the individual and address to which the information is to be sent must be specified. BNA must be used exclusively for the purpose of billing interexchange messages. If any BNA is confidential due to legal, national security, end user or regulatory imposed requirements, the BNA information will not be provided unless the customer secures written permission from the end user for the Telephone Company to provide the information as requested by the customer.

Rate Regulations

The normal output for BNA Service is a paper report. If a data file or magnetic tape output is requested, additional charges equal to the additional costs incurred will also apply.

BNA Service, per request - provides BNA  
for up to ten telephone numbers  
Each additional record

\$ 6.50 per request  
.65 per record

(N)

RECEIVED

Issued: March 15, 1993

Effective: March 19, 1993

MAR 16 1993

In accordance with Order No. 93-152-TP-ATA issued

By The Public Utilities Commission of Ohio

Michael W. Conrad

President, Urbana, Ohio.

TARIFF DIVISION

PUBLIC UTILITIES COMMISSION OF OHIO

THE CHAMPAIGN TELEPHONE COMPANY

Urbana, Ohio

Original Sheet No. 4

P.U.C.O. No. 1

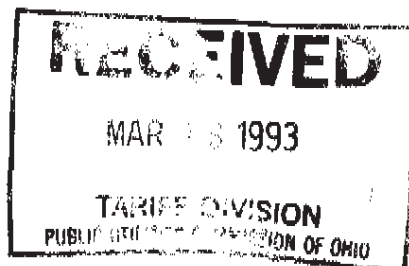
Telecommunications Service Priority (TSP) System

(T)

The TSP System is a service, developed to meet the requirements of the Federal Government, which provides the regulatory, administrative and operational framework for the priority installation and /or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

Regulations, rates and charges are specified in NECA Access Service Tariff.

(T)



Issued: March 15, 1993

Effective: March 19, 1993

In accordance with Order No. 93-152-TP-ATA, issued  
By The Public Utilities Commission of Ohio

Issued by Michael W. Conrad, President, Urbana, Ohio.

EXHIBIT B

PROPOSED TARIFF PAGES

The Proposed Tariff Pages in P.U.C.O NO. 2 are an updated Pole Attachment and Conduit Tariff for The Champaign Telephone Company in accordance with Case No. 13-579-AU-ORD and Case No. 15-0948-TP-ATA and are intended to cancel and supersede the preceding Pole Attachment Tariff, P.U.C.O. NO. 1, that is currently on file with the Public Utilities Commission of Ohio.

P.U.C.O. NO. 2

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THE CHAMPAIGN TELEPHONE COMPANY  
POLE ATTACHMENT AND CONDUIT TARIFF

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Issued: May 15, 2015

Effective: May 15, 2015

In Accordance with Case No. 13-579-AU-ORD and Case No. 15-0948-TP-ATA

Issued by the Public Utilities Commission of Ohio  
Tim Bolander, President/General Manager  
Urbana, Ohio

P.U.C.O. NO. 2

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**Pole Attachment and Conduit Tariff**

**POLE ATTACHMENTS AND CONDUIT OCCUPANCY**

A. Terms and Conditions

1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to The Champaign Telephone Company (referred to as "Company") poles and occupy conduit, except those parties that attach to the Company's poles and occupy conduit pursuant to a separate agreement.
2. The services in this tariff will be provided in accordance with Chapter 4901:1-3 of the Ohio Administrative Code.
3. Should any phrase, sentence, paragraph or section of this Rate Schedule be held to contravene any part of Chapter 4901:1-3, only that portion of this Rate Schedule which so contravenes the Rule, and not the entire Rate Schedule, shall be suspended until modified so as to comply with the requirements of Chapter 4901:1-3.

B. Restrictions on Access

1. Access to poles and conduit owned by the Company is restricted to Attaching Entities (as that term is defined in Ohio Revised Code Chapter 4901:1-3) in accordance with the provisions and definitions of Public Utilities Commission Chapter 4901:1-3.
2. The Company may deny an Attaching Entity access to its poles and conduits, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

C. Limitation on Liability

1. The Company reserves to itself the right to locate and maintain its poles and conduit to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Except in the event of the Company's gross negligence or willful default, the Company shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services arising in any manner out of the use of the Company's poles and conduit. The Company shall make an immediate report to the Attaching Entity of the occurrence of any damage to the Attaching Entity's facilities.

P.U.C.O. NO. 2

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**Pole Attachment and Conduit Tariff**

**POLE ATTACHMENTS AND CONDUIT OCCUPANCY** (Continued)

**D. Indemnification**

1. Except as may be caused by the negligence of the party seeking indemnification, the Attaching Entity and the Company shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of (a) any work done upon the poles and conduit or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees, or (b) any use or occupation of said poles and conduit or any part thereof by the indemnifying party, or (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the Company may be found liable.
2. The Attaching Entity shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Attaching Entity's attachments, including, without limitation, taxes, special charges by others, claims and demands for damages or loss due to infringement of copyright, libel, slander, unauthorized use of television broadcast programs, or unauthorized use of other program material. The Attaching Entity shall also hold the Company harmless against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's attachments to the Company's poles or occupied conduit.

**E. Assurance of Payment and Insurance**

1. The Attaching Entity shall provide to the Company a performance bond in the amount of Fifteen Thousand Dollars (\$15,000). The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations and any License issued hereunder and for the payment by the Attaching Entity of any claims, liens, taxes, liquidated damages, penalties and fees due to Company which arise by reason of the construction, operation, maintenance or removal of The Attaching Entity's Facilities on or about Company's Poles and Conduits.
2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the state in which The Attaching Entity's Facilities are to be located and having an A.M. Best Company rating of A minus or better, and reasonably satisfactory to the Company to protect the Company, other authorized Attaching Entities, municipal and governmental authorities and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered by any License issued hereunder.

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Issued: May 15, 2015

Effective: May 15, 2015

In Accordance with Case No. 13-579-AU-ORD and Case No. 15-0948-TP-ATA

Issued by the Public Utilities Commission of Ohio

Tim Bolander, President/General Manager  
Urbana, Ohio



P.U.C.O. NO. 2

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**Pole Attachment and Conduit Tariff**

**POLE ATTACHMENTS AND CONDUIT OCCUPANCY** (Continued)

E. Assurance of Payment and Insurance (cont'd)

3. License shall maintain the following amounts of insurance, Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount \$1,000,000 per accident. Automobile Liability insurance covering any auto with combined single limits of \$1,000,000.
4. All insurance must be effective before the Attaching Entity attaches to any pole or occupies any conduit and shall remain in force until such attachments have been removed from all such poles.
5. The Attaching Entity's property insurance policy shall contain a waiver-of subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

F. Rates

1. The rate provided below entitles a customer to attach to the poles and occupy conduit in all of the Company's franchise area. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments. The conduit rate applies to each linear foot of conduit occupied.
  - \$2.92 for all pole attachments
  - \$0.18 per linear foot of conduit occupied
2. Field survey or inspection: Actual costs and expenses.
3. Make-ready work: Actual costs and expenses.
4. Labor: Actual costs and expenses.
5. Contractors: Actual costs and expenses.

G. Payment Terms

1. Attachment and occupancy fees are payable annually in advance. Fees are calculated on the number of attachments and feet of conduit occupied.
2. All fees and charges are due and payable 30 days after presentation of an invoice. Late payments will be assessed a late payment charge of 1% per month on all unpaid balances, commencing on the date due and payable.

EXHIBIT C

DESCRIPTION OF FILING

The Champaign Telephone Company Pole Attachment and Conduit Tariff P.U.C.O. NO. 2 is filed in accordance with the Commission's Entry entered on April 22, 2015 in Case No. 13-579-AU-ORD and in Case No. 15-0948-TP-ATA. The filing introduces a revised and updated tariff for The Champaign Telephone Company in accordance with the adoption of Chapter 4901:1-3, Ohio Administrative Code, concerning access to poles, ducts, conduits, and rights-of-way. The proposed Pole Attachment and Conduit Tariff P.U.C.O. NO. 2 is intended to cancel and supersede the preceding Pole Attachment Tariff, P.U.C.O. NO. 1.

EXHIBIT D  
CUSTOMER NOTICE

At this time, there are no notifications required to be made to attaching entities under Chapter 4901:1-3-03, Ohio Administrative Code. The Champaign Telephone Company will make all required notifications pursuant to Chapter 4901:1-3.

EXHIBIT E  
RATE SUPPORT

POLE AND CONDUIT RENTAL CALCULATION INFORMATION  
Financial Information

1 Telecommunications Plant-in-Service	\$ 33,160,399
2 Gross Investment - Poles	576,406
3 Gross Investment - Conduit	2,036,496
4 Accumulated Depreciation - Total Plant-in-Service	26,805,546
5 Accumulated Depreciation - Poles	536,602
6 Accumulated Depreciation - Conduit	944,634
7 Depreciation Rate - Poles	7.78%
8 Depreciation Rate - Conduit	2.20%
9 Net Current Deferred Operating Income Taxes - Poles	-
10 Net Current Deferred Operating Income Taxes - Conduit	-
11 Net Current Deferred Operating Income Taxes - Total	-
12 Net Non-current Deferred Operating Income Taxes - Poles	1,530
13 Net Non-current Deferred Operating Income Taxes - Conduit	337,325
14 Net Non-current Deferred Operating Income Taxes - Total	1,099,276
15 Pole Maintenance Expense	1,812
16 Pole Rental Expense	11,516
17 Pole Expense (15) + (16)	13,328
18 Conduit Maintenance Expense	4,477
19 Conduit Rental Expense	-
20 Conduit Expense (18) + (19)	4,477
21 General & Administrative Expense	113,692
22 Operating Taxes	\$ 258,978
Operational Data (Actual)	
23 Equivalent Number of Poles	1,557
24 Conduit System Trench Kilometers	147.00
25 Conduit System Duct Kilometers	147.00
26 Number of inner-ducts <b>(if no inner-ducts enter 2)</b>	2

### Maximum Pole Attachment Charge

\$	23.35	Net Cost of a Bare Pole
	7.4074%	Space Factor
	169.08%	Carrying Charge Rate
\$	2.92	<b>Maximum Pole Attachment Charge per annum</b>

### Net cost of a bare pole

\$	576,406	Gross Investment Poles
	536,602	(less ) Accumulated depreciation Poles
	-	(less) Net Current Deferred Operating Income Taxes-Poles
	1,530	(less) Net Non-Current Deferred Operating Income Taxes-Poles
\$	38,274	Net Pole Investment
	0.95	Factor to remove investment in crossbars, etc.
\$	36,360	Net investment in <u>bare</u> poles
	1,557	Number of Poles
\$	23.35	<b>Net cost of a bare pole</b>

### Space Factor

37.5	average pole height (feet)*
24	unusable space*
13.5	usable space
1	space occupied by attachment (feet)
7.4074%	<b>Space Factor</b> (space occupied/usable space)

\*Avg pole height and unusable space are rebuttable presumptions



Carrying Charge Rate

34.82% Maintenance Factor  
2.16% General and Administrative Factor  
117.17% Depreciation Factor  
4.93% Taxes Factor  
10.00% Cost of Capital Factor  
169.08% Carrying Charge Rate

Maintenance Factor

\$ 1,812 Pole Maintenance Expense  
11,516 Pole Rental Expense  
13,328

\$ 38,274 Net Pole Investment  
34.82% Maintenance Factor

General and Administrative Factor

\$ 113,692 General and Administrative Expense  
33,160,399 Total Plant in Service  
26,805,546 (less) Accumulated Depreciation-TPIS  
- (less) Net Current Deferred Operating Income Taxes-TPIS  
1,099,276 (less) Net Non-Current Deferred Operating Income Taxes-TPIS  
\$ 5,255,577 Net Total Plant in Service  
2.16% General and Adm. Factor (G&A expense/Net TPIS)

Depreciation Factor

7.78% Depreciation Rate-Poles  
\$ 576,406 Gross Pole Investment  
\$ 38,274 Net Pole Investment  
15.06 Gross Pole Investment/Net Pole Investment  
117.17% Depreciation Factor

<p><u>Taxes Factor</u></p> <p>\$ 258,978 Operating Taxes</p> <p>\$ 5,255,577 Net Total Plant in Service</p> <p>4.93% Taxes Factor</p> <p><u>Cost of Capital Factor</u></p> <p>10.00% SLEC default Cost of Capital per Entry</p>
---

147,000 System duct Length in meters  
2 Number of Inner Ducts

\$ 754,537 Net conduit Investment

23.62% Carrying Charge-Conduit

\$ 0.61 Maximum Rate Per Linear Meter

\$ 0.18 Maximum Rate Per Linear Foot

**Net Conduit Investment**

\$ 2,036,496 Gross Investment Conduit

944,634 (less ) Accumulated depreciation Conduit

- (less) Net Current Deferred Operating Income Taxes-Conduit

337,325 (less) Net Non-Current Deferred Operating Income Taxes-Conduit

---

\$ 754,537 **Net Conduit Investment**

Carrying Charge Rate - Conduit

0.59% Maintenance Factor  
2.16% General and Administrative Factor  
5.94% Depreciation Factor  
4.93% Taxes Factor  
10.00% Cost of Capital Factor  
23.62% Carrying Charge Rate

Maintenance Factor

\$ 4,477 Conduit Maintenance Expense  
- Conduit Rental Expense  
4,477

\$ 754,537 Net Conduit Investment

0.59% Maintenance Factor

General and Administrative Factor

2.16% General and Adm. Factor (G&A expense/Net TPIS)

Depreciation Factor

2.20% Depreciation Rate-Conduit

\$ 2,036,496 Gross Conduit Investment

\$ 754,537 Net Conduit Investment

2.70 Gross Conduit Investment/Net conduit Investment

5.94% Depreciation Factor

<u>Taxes Factor</u>
4.93% Taxes Factor
<u>Cost of Capital Factor</u>
10.00% SLEC default Cost of Capital per Entry

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/15/2015 10:28:30 AM**

**in**

**Case No(s). 15-0948-TP-ATA, 13-0579-AU-ORD**

Summary: Tariff Pole Attachment and Conduit Occupancy electronically filed by Jessica L Meyer on behalf of The Champaign Telephone Company