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 Ottoville Mutual)	TRF Docket No. 90-5034-TP-	<u>TRF</u>
Telephone Company to Establish a Pole Attachment and)	Case No. 15 - 0933 -TP	- ATA
Conduit Occupancy Tariff)	NOTE: Unless you have reserved a	
)	BLANK.	
Name of Registrant(s) The Ottoville Mutual Telephone Cor	npany		
DBA(s) of Registrant(s) Ottoville Mutual Telephone Comp	any		
Address of Registrant(s) 245 W Third St, PO Box 427, Ot	toville, OH	45876-0427	•
Company Web Address www.ottovillemutual.com			
Regulatory Contact Person(s) William J Honigford		Phone (419) 453-3324	Fax (419) 453-2468
Regulatory Contact Person's Email Address tomtc@bright.	<u>net</u>		
Contact Person for Annual Report William J Honigford			Phone (419) 453-3324
Address (if different from above)			
Consumer Contact Information William J Honigford			Phone (419) 453-3324
Address (if different from above)			
Motion for protective order included with filing?	⊠ No		
Motion for waiver(s) filed affecting this case? Tyes	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 Wire	less is Burguent to 4001.1 6 24	OAC

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

Section IV – Attestation.

- (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:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type Other (explain below)	☐ For Profit ILEC		Not For I	Profit ILEC	CLEC		
Change terms & condition existing BLES				ATA <u>1-6-1-1(H)</u> (Auto 30 days)		ATA <u>1-6-14(H)</u> (Auto 30 days)		
Introduce non-recurring ch surcharge, or fee to BLES	arge,						ATA <u>1-6-14(H)</u> to 30 days)	
Introduce or Increase Late	Payment	☐ ATA <u>1-</u> (Auto 30 da	ys)	ATA <u>1-0</u> (Auto 30 day			ATA <u>1-6-14(1)</u> to 30 days)	
Revisions to BLES Cap.		☐ ZTA <u>1-6</u> (0 day Notic	e)					
Introduce BLES or expand service area (calling area)	local	☐ ZTA <u>1-0</u> (0 day Notic		☐ ZTA <u>1-6-</u> (0 day Notice		_	ZTA <u>1-6-14(H)</u> ay Notice)	
Notice of no obligation to facilities and provide BLE		ZTA <u>/-</u> (0 day Notic		ZTA <u>1-6-</u> (0 day Notice				
Change BLES Rates		☐ TRF <u>/-(</u> (0 day Notic		TRF <u>1-6-</u> (0 day Notice			☐ TRF <u>1-6-14(G)</u> (0 day Notice)	
		BLS <u>1-6</u> (C)(1)(c) (Auto 30 da						
		ACB <u>1-</u> (Auto 14 da)		ACB <u>1-6</u> (Auto 14 days				
Expand service operation area						TRF <u>1-6-08(G)(</u> 0 day)		
BLES withdrawal			- · · · · · · · · · · · · · · · · · · ·				ZTA <u>1-6-25(B)</u> ay Notice)	
Other* (explain)								
Section I – Part II – Cus	stomer Not	ification Of	ferings Pur	suant to Chapt	er <u>4901:1-6-7</u>	OAC		
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tion	Electronic Mail	
☐ 15-day Notice	[
☐ 30-day Notice ☐								
Date Notice Sent:	Date Notice Sent:							
Section I – Part III –IO	S Offerings	Pursuant to	Chapter 49	01:1-6-22 OAC				
IOS	Introdu	ice New	Tariff	Change	Price Cha	inge	Withdraw	
□ ios	Γ]						

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	CESTC	CETC
* See Supplemental form	ACE <u>1-6-08</u> * (Auto 30- day)	ACE <u>1-6-08</u> *(Auto 30 day)	Not Offering Local ACE <u>1-6-08</u> *(Auto 30 day)	ACE <u>1-6-10</u> (Auto 30 day)	UNC <u>1-6-</u> 09 *(Non-Auto)

Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	☐ CIO <u>1-6-29(C)</u> (0 day Notice)
		Ye.	

^{*} 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	NAG <u>1-7-07</u> (Auto 90 day)	☐ NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	☐ ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	✓ UNC 1-7-23(B)(Non-Auto)	
	Project Control	
Wireless Providers See 4901:1-6-24	RCC [Registration & Change in Operations]	NAG [Interconnection Agreement or

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

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

AFFIDAVIT

Compliance with Commission Rules

Compliance with Commission Rules
am an officer/agent of the applicant corporation, The Ottoville Mutual Telephone Company Its behalf. , and am authorized to make this statement on
Officer or Authorized Agent William J Honigford .
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.
declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) <u>5-15-15</u> at (Location) <u>Ottoville, Ohio</u>
*(Signature and Title) will an interruption (Date) 5-15-15 General Manager
• 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.
· <u>VERIFICATION</u>
. William J Honigford 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 rue and correct to the best of my knowledge.
General Manager (Date) 5-15-15 *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

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

EXHIBIT B

(Proposed Tariff Sheets)

,

:

٠.

The Ottoville Mutual Telephone Company

P.U.C.O. NO. 1

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

This tariff contains the following listed pages, each of which is effective on the date shown thereon.

Section	Revision	Sheet
Checklist	Original	1
Table of Contents	Original	1
1	Original	1, 2, 3

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

Table of Contents	Section	Sheet
Terms and Conditions	1	1
Restrictions on Access	1	1
Limitation on Liability	1	1
Indemnification	1	2
Assurance of Payment and Insurance	1	2, 3
Rates	1	3
Payment Terms	1	3

Effective: September 1, 2015

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY

A. <u>Terms and Conditions</u>

- This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach
 to The Ottoville Mutual 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. <u>Limitation on Liability</u>

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.

Issued: May 15, 2015

Effective: September 1, 2015

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 attorney's 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

- 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.

Issued: May 15, 2015 Effective: September 1, 2015

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)

E. <u>Assurance of Payment and Insurance</u> (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.
- 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

- 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 foot of conduit occupied.
 - N/A for all pole attachments
 - N/A At this time, The Ottoville Mutual Telephone Company does not have any conduit resale capacity.
- 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 concurring on the date due and payable.

Issued: May 15, 2015 Effective: September 1, 2015

In Accordance with Case No. 13-579-AU-ORD and 15-0933-TP-ATA
Issued by the Public Utilities Commission of Ohio
William J Honigford, General Manager
Ottoville, OH

EXHIBIT C

(Description of Changes)

mil.

Pursuant to the Commission's Finding and Order in Case No. 13-579-AU-ORD, The Ottoville Mutual Telephone Company is establishing a Pole Attachment and Conduit Occupancy tariff, including the applicable calculations for the establishment of new rates.

The Ottoville Mutual Telephone Company does have poles but intends on removing them in the near future therefore a rate is not applicable.

At this time, The Ottoville Mutual Telephone Company does not have any conduit resale capacity, which the appropriate language is reflected within the Conduit Occupancy tariff.

At such time that Ottoville Mutual Telephone Company does have available pole space or conduit space for resale in its franchise area, the Company will file the appropriate rates.

EXHIBIT D

(Pole Attachment and Conduit Occupancy Calculations)

Pursuant to the Commission's July 30, 2014 Finding and Order in Case No. 13-579-AU-ORD, The Ottoville Mutual Telephone Company submits the attached calculation spreadsheets, to determine applicable Pole Attachment and Conduit Occupancy rates.

.

POLE AND CONDUIT RENTAL CALCULATION INFORMATION Financial Information

1 Telecommunications Plant-in-Service	\$ 7,349,152
2 Gross Investment - Poles	64,276
3 Gross Investment - Conduit	34,296
4 Accumulated Depreciation - Total Plant-in-Service	1,885,545
5 Accumulated Depreciation - Poles	64,276
6 Accumulated Depreciation - Conduit	3,538
7 Depreciation Rate - Poles	8.06%
8 Depreciation Rate - Conduit	3.00%
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	
13 Net Non-current Deferred Operating Income Taxes - Conduit	
14 Net Non-current Deferred Operating Income Taxes - Total	
15 Pole Maintenance Expense	
16 Pole Rental Expense	1,787
17 Pole Expense (15) + (16)	1,787
18 Conduit Maintenance Expense	
19 Conduit Rental Expense	
20 Conduit Expense (18) + (19)	-
21 General & Administrative Expense	208,774
22 Operating Taxes	\$ 5,785
Operational Data (Actual)	26 Sai t. Print court en mattheannamh.
23 Equivalent Number of Poles	135
24 Conduit System Trench Kilometers	109.00
25 Conduit System Duct Kilometers	141.00
26 Number of inner-ducts (if no inner-ducts enter 2)	2

Maximum Pole Attachment Charge

\$ 452.31	Gross Cost of a Bare Pole
7.4074%	Space Factor
5.70%	Carrying Charge Rate
\$ 1.91	Maximum Pole Attachment Charge per annum

Gross cost of a bare pole

\$ 64,276	Gross Investment Poles
 0.95	Factor to remove investment in crossbars, etc.
\$ 61,062	Gross investment in <u>bare</u> poles
 135	Number of Poles
\$ 452.31	Gross cost of a bare pole

Space Factor

37.5	average pole height (feet)*
24	unusable space*
13.5	usable space

1 space occupied by attachment (feet)

7.4074% Space Factor (space occupied/usable space)

Net Investment in Bare Poles

\$;	64,276	Gross Investment Poles
		64,276	(less) Accumulated depreciation Poles
		-	(less) Net Current Deferred Operating Income Taxes-Poles
		-	(less) Net Non-Current Deferred Operating Income Taxes-Poles
\$	5	-	Net Pole Investment
		0.95	Factor to remove investment in crossbars, etc.
\$;	-	Net investment in <u>bare</u> poles
=			

^{*}Avg pole height and unusable space are rebuttable presumptions

İ		
		Carrying Charge Rate
	2 78%	Maintenance Factor
		General and Administrative Factor
		Depreciation Factor
		Taxes Factor
		Cost of Capital Factor
	5.70%	Carrying Charge Rate
		Maintenance Factor
\$	-	Pole Maintenance Expense
	1,787	Pole Rental Expense
	1,787	
\$	64,276	Gross Investment Poles
	2.78%	Maintenance Factor
		General and Administrative Factor
\$	208,774	General and Administrative Expense
	7,349,152	Total Plant in Service
	2.84%	General and Adm. Factor (G&A expense/Net TPIS)
		<u>Depreciation Factor</u>
	8.06%	Depreciation Rate-Poles
	probably and a second of the contract of	Fully Depreciated? Yes = 0, No=1
		Depreciation Factor
		<u>Taxes Factor</u>
\$	5,785	Operating Taxes
\$		Total Plant in Service
	0.08%	Taxes Factor
		Cost of Capital Factor
	10.00%	SLEC default Cost of Capital per Entry
	20.0070	
	-	Net Investment in Poles
	64,276	Gross Investment in Poles
	0.00%	Cost of Capital Factor

- 141,000 System duct Length in meters
 2 Number of Inner Ducts
- \$ 30,758 Net conduit Investment
 - 16.26% Carrying Charge-Conduit
- \$ 0.02 Maximum Rate Per Linear Meter

Net Conduit Ivestment

\$ 34,296	Gross Investment Conduit
3,538	(less) Accumulated depreciation Conduit
-	(less) Net Current Deferred Operating Income Taxes-Conduit
 -	(less) Net Non-Current Deferred Operating Income Taxes-Conduit
\$ 30,758	Net Conduit Investment

		Carrying Charge Rate - Conduit
	0.00%	Maintenance Factor
	2.84%	General and Administrative Factor
	3.35%	Depreciation Factor
	0.08%	Taxes Factor
	10.00%	Cost of Capital Factor
	16.26%	Carrying Charge Rate
		Maintenance Factor
\$	-	Conduit Maintenance Expense
	-	Conduit Rental Expense
	-	
\$	20.750	Net Condutt Investment
Þ	30,758	Net Conduit Investment
	0.00%	Maintenance Factor
		General and Administrative Factor
	2.84%	General and Adm. Factor (G&A expense/Net TPIS)
		Depreciation Factor
	3.00%	Depreciation Rate-Conduit
\$	34,296	Gross Conduit Investment
\$	30,758	Net Conduit Investment
	1.12	Gross Conduit Investment/Net conduit Investment
	3.35%	Depreciation Factor
		<u>Taxes Factor</u>
	0.08%	Taxes Factor
		Cost of Capital Factor

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 2:06:07 PM

in

Case No(s). 15-0933-TP-TRF

Summary: Tariff Pole Attachment and Conduit Occupancy Tariff electronically filed by Mr. William J Honigford on behalf of The Ottoville Mutual Telephone Company and William J Honigford