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.

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In the Matter of the Application of <u>Benton Ridge</u> <u>Telephone Company to Establish a Pole Attachment and</u> <u>Conduit Occupancy Tariff</u> TRF Docket No. <u>90-5007-TP-TRF</u> Case No. <u>15</u> - <u>937</u> - <u>TP</u> - <u>ATA</u> NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s)	Benton Ridge Telephone Company	· · · · · · · · · · · · · · · · · · ·
DBA(s) of Registrant(s)		
Address of Registrant(s) _	<u>140 Main St, PO Box 180, Benton Ridge, OH 45816</u>	
Company Web Address	www.brtelco.com	
Regulatory Contact Person	h(s) Ken Williams, President and CEO Phone <u>419-859-2144</u>	Fax <u>419-859-2150</u>
Regulatory Contact Person	n's Email Address kenw@watchtv.net	
Contact Person for Annual	Report Megan Schulte, Controller	Phone <u>419-859-2144</u>
Address (if different from	above)	
Consumer Contact Information	ation Ken Williams, President and CEO	Phone <u>419-859-2144</u>
Address (if different from	above)	
Motion for protective orde	r included with filing? 🗌 Yes 🖾 No	
Motion for waiver(a) filed	offecting this case? Ver Ver Ver Weivers mey tell any systematics	tim of rom o 1

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 <u>4901:1-6</u> OAC.

Section III – Carrier to Carrier is Pursuant to $\underline{4901:1-7}$ OAC, and Wireless is Pursuant to $\underline{4901:1-6-24}$ 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 <u>www.puco.ohio.gov</u> 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:
А	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.
С	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 Profit ILEC	
Change terms & conditions of existing BLES	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)
Revisions to BLES Cap.	C ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	ZTA <u>1-6-14(H)</u> (0 day Notice)	$\Box ZTA 1-6-14(H)(0 day Notice)$	ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	ZTA <u>1-6-27(C)</u> (0 day Notice)	ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	$\Box \text{ TRF } \underline{1-6-14(F)}$ (0 day Notice)	$\Box \text{ TRF } \underline{1-6-14(F)(4)}$ (0 day Notice)	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility			
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			TRF <u>$1-6-08(G)(0 \text{ day})$</u>
BLES withdrawal			ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain)			

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

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
□ 15-day Notice				
30-day Notice				
Date Notice Sent:				

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

IOS	Introduce New	Tariff Change	Price Change	Withdraw
I IOS				

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(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		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>	ACN <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u>	ACO <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u>	ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-29 Filing Requirements on the Commission's Web Page</u> for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to <u>4901:1-7</u>), and Wireless (Pursuant to <u>4901:1-6-24</u>)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	□ NAG <u>1-7-07</u>	□ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(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)	$\Box ATA \underline{1-7-14}$ (Auto 30 day)
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	
Changes in rates, terms & conditions to Pole	UNC 1-7-23(B)	
Attachment, Conduit Occupancy and Rights-	(Non-Auto)	
of-Way.		
	RCC	□ NAG
Wireless Providers See <u>4901:1-6-24</u>	[Registration &	[Interconnection
	Change in Operations]	Agreement or

Section IV. – Attestation

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

<u>AFFIDAVIT</u> Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Benton Ridge Telephone Company</u>, and am authorized to make this statement on its behalf.

<u>Martin L. Ellerbrock</u> (Name)

Please Check ALL that apply:

 \square 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) <u>5/15/2015</u>

At (Location) Benton Ridge, Ohio

*(Signature and Title) /s/ Martin L. Ellerbrock, Corporate Secretary (Date) 5/15/2015

• 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, <u>Martin L. Ellerbrock</u>, 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) /s/ Martin L. Ellerbrock, Corporate Secretary

(Date) 5/15/2015

*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 Sheets

Not Applicable

EXHIBIT B

Proposed Tariff Sheets

BENTON RIDGE TELEPHONE COMPANY

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

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.

<u>Section</u>	Revision	Sheet
Checklist	Original	1
Table of Contents	Original	1
1	Original	1, 2, 3, 4

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, 4
Payment Terms	1	4

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY

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

- 1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to Benton Ridge 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. <u>Restrictions on Access</u>

- 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.

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: 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 any use or occupation of said poles and conduit or any part thereof by the indemnifying party; or 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 \$15,000. The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations 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.

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)

- E. Assurance of Payment and Insurance (cont'd)
 - 2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring its contractual liability and indemnification obligations, 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.
 - 3. The Attaching Entity 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; employer liability insurance in the amount \$1,000,000 per accident; and 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-ofsubrogation 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. <u>Rates</u>

- 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 foot of conduit occupied.
 - For all pole attachments: \$10.52
 - For conduit occupied: To be determined
- 2. Field survey or inspection: Actual costs and expenses.

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)

- F. <u>Rates</u> (cont'd)
 - 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.

EXHIBIT C

Description of the Changes

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

Benton Ridge Telephone Company does not currently own any conduits or inner duct. A rate will be established in the future if the situation changes.

EXHIBIT D

Customer Notice and Affidavit

Not Applicable

EXHIBIT E

Pole Attachment and Conduit Occupancy Calculations

Pursuant to the Commission's July 30, 2014, Finding and Order in Case No. 13-579-AU-ORD, Benton Ridge Telephone Company submits the attached calculation spreadsheets to determine pole attachment and occupancy rates, if applicable.

BENTON RIDGE TELEPHONE COMPANY POLE AND CONDUIT RENTAL CALCULATION INFORMATION Financial Information

 Telecommunications Plant-in-Service Gross Investment - Poles Gross Investment - Conduit 	\$ 5,600,245 8,698 -
4 Accumulated Depreciation - Total Plant-in-Service5 Accumulated Depreciation - Poles6 Accumulated Depreciation - Conduit	3,314,785 8,610 -
7 Depreciation Rate - Poles8 Depreciation Rate - Conduit	7.78% 0.00%
 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 - Poles13 Net Non-current Deferred Operating Income Taxes - Conduit14 Net Non-current Deferred Operating Income Taxes - Total	
15 Pole Maintenance Expense 16 Pole Rental Expense 17 Pole Expense (15) + (16)	6,603 6,603
18 Conduit Maintenance Expense19 Conduit Rental Expense20 Conduit Expense (18) + (19)	-
21 General & Administrative Expense22 Operating Taxes	881,206 \$ 3,334
Operational Data (Actual) 23 Equivalent Number of Poles 24 Conduit System Trench Kilometers 25 Conduit System Duct Kilometers 26 Number of inner-ducts (<u>if no inner-ducts enter 2</u>)	49 - - 2

Maximum Pole Attachment Charge

\$ 1.71 Net Cost of a Bare Pole

7.4074% Space Factor

8321.09% Carrying Charge Rate

\$ 10.52 Maximum Pole Attachment Charge per annum

Net cost of a bare pole

\$	8,698	Gross Investment Poles
	8,610	(less) Accumulated depreciation Poles
	-	(less) Net Current Deferred Operating Income Taxes-Poles
	-	(less) Net Non-Current Deferred Operating Income Taxes-Poles
\$	88	Net Pole Investment
	0.95	Factor to remove investment in crossbars, etc.
\$	84	Net investment in <u>bare</u> poles
	49	Number of Poles
\$	1.71	Net 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)

*Avg pole height and unusable space are rebuttable presumptions

		Carrying Charge Rate
	7503 41%	Maintenance Factor
		General and Administrative Factor
		Depreciation Factor
		Taxes Factor
		Cost of Capital Factor
-		
	8321.09%	Carrying Charge Rate
		Maintenance Factor
\$	_	Pole Maintenance Expense
ľ	6 603	Pole Rental Expense
	6,603	
1	0,003	
\$	88	Net Pole Investment
ľ	00	
	7503.41%	Maintenance Factor
		General and Administrative Factor
\$	881,206	General and Administrative Expense
	5,600,245	Total Plant in Service
	3,314,785	(less) Accumulated Depreciation-TPIS
	-	(less) Net Current Deferred Operating Income Taxes-TPIS
	-	(less) Net Non-Current Deferred Operating Income Taxes-TPIS
\$	2,285,460	Net Total Plant in Service
	38.56%	General and Adm. Factor (G&A expense/Net TPIS)
		Depreciation Factor
1	7.78%	Depreciation Rate-Poles
	c	
\$		Gross Pole Investment
\$	88	Net Pole Investment
1	00.07	
1	98.84	Gross Pole Investment/Net Pole Investment
	760 000/	Depresention Factor
⊢	/68.98%	Depreciation Factor
1		Taxes Factor
\$	2 221	Operating Taxes
ې \$		Net Total Plant in Service
	2,203,400	
	በ 15%	Taxes Factor
⊢	0.13%	Cost of Capital Factor
1		
1	10 00%	SLEC default Cost of Capital per Entry
1	10.0070	see a share cost of capital per entry
L		

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/15/2015 2:43:00 PM

in

Case No(s). 90-5007-TP-TRF, 15-0937-TP-ATA

Summary: Tariff Application to Establish a Pole Attachment and Conduit Occupancy Tariff electronically filed by Mr. Martin L Ellerbrock on behalf of Benton Ridge Telephone Company