

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 Minford Telephone Company to Establish a Pole Attachment an Conduit Occupancy Tariff Occupancy Tariff TRF Docket No. 90-5028-TP- Case No. 15 - 0982 - TP NOTE: Unless you have reserved a BLANK.	- <u>ATA</u>
Name of Registrant(s) Minford Telephone Company DBA(s) of Registrant(s) Address of Registrant(s) P.O. Box 181, Minford, OH 45653 Company Web Address www.falcon1.net Regulatory Contact Person(s) Paula McGraw Phone 740-820-2151 Regulatory Contact Person's Email Address pmcgraw@falcon1.net	Fax <u>740-820-2222</u>
Contact Person for Annual Report <u>Paula McGraw</u> Address (if different from above) Consumer Contact Information <u>Paula McGraw</u>	Phone 740-820-2151 Phone 740-820-2151
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	
Notes: Section I and II are Pursuant to Chapter <u>4901:1-6</u> OAC. Section III – Carrier to Carrier is Pursuant to <u>4901:1-7</u> OAC, and Wireless is Pursuant to <u>4901:1-6-24</u> Section IV – Attestation.	
 Indicate the Carrier Type and the reason for submitting this form by checking the boxes below. For requirements for various applications, see the identified section of Ohio Administrative Code supplemental application form noted. 	

- supplemental application form noted.

 (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at
- www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
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).

This is to certify that the images appearing are as	7
accurate and complete reproductive of business	
document delivered in the regular course MAY 1 8 2015	
document delivered in the regular course of business Technician Date Processed MAY 18 2015	÷

Section I - Part I - Common Filings

Carrier Type Other (explain below	For Prof		fit ILEC	Not For I	Profit ILEC		CL	JEC
Change terms & conditions existing BLES	· · · · · · · · · · · · · · · · · · ·			ATA <u>1-6-14(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,					(A		A <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1-</u> (Auto 30 da:	ys)	ATA <u>1-6</u> (Auto 30 days		ATA <u>1-6-14(1)</u> (Auto 30 days)		
Revisions to BLES Cap.						ŀ		
Introduce BLES or expand service area (calling area)	locai	ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6-</u> (0 day Notice)	(0		A <u><i>I-6-14(H)</i></u> Notice)
Notice of no obligation to facilities and provide BLE				ZTA <u>1-6-</u> (0 day Notice				
Change BLES Rates		TRF <u>1-6</u> (0 day Notic		TRF <u>1-6-</u> (0 day Notice		(0		F <u>1-6-14(G)</u> Notice)
To obtain BLES pricing flo	BLS 1-6- (C)(1)(c) (Auto 30 da							
Change in boundary	ACB <u>/-</u> (Auto 14 da			ACB <u>1-6</u> (Auto 14 days	ACB <u>1-6-32</u> uto 14 days)			
Expand service operation a	ırea							F <u>1-6-08(G)</u> (0 day)
BLES withdrawal						(0		A <u>1-6-25(B)</u> Notice)
Other* (explain)		<u> </u>						
Section I – Part II – Cus							<u> </u>	·
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tio	1	Electronic Mail
☐ 15-day Notice	[<u> </u>						
☐ 30-day Notice					\square			
Date Notice Sent: No	vember 1,	2014						
Section I – Part III –IO	S Offerings	s Pursuant to	Chapter 49	01:1-6-22 OAC	2			
IOS	Introdu	ice New	Tariff	Change	Price Change			Withdraw
☐ 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

ILEC	CLEC	Telecommunications Service Provider Not Offering Local
	ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
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)
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)
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)
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)
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)
	☐ ACN <u>1-6-29(B)</u> (Auto 30 days) ☐ ACO <u>1-6-29(E)</u> (Auto 30 days) ☐ AMT <u>1-6-29(E)</u> (Auto 30 days) ☐ ATC <u>1-6-29(B)</u> (Auto 30 days) ☐ ATR <u>1-6-29(B)</u>	ABN 1-6-26 (Auto 30 days)

^{*} 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	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>	ARB <u>1-7-09</u>
Request for Arbitration	(Non-Auto)	(Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u>	ATA <u>1-7-14</u>
introduce of change c-t-c service tariffs,	(Auto 30 day)	(Auto 30 day)
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	<u> </u>
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 4901:1-6-24	[Registration &	[Interconnection
	Change in Operations]	Agreement or

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

AFFIDAVIT

Сотр	cliance with Commission	Rules
I am an officer/agent of the applicant corporation, its behalf.	Minford Telephone Company	, and am authorized to make this statement on
<u>Kathy E. Hobbs</u> (Name)		
Please Check ALL that apply:		
imply Commission approval and that the Comm	nission's rules as modified y comply with the rules of the	o. I understand that tariff notification filings do not and clarified from time to time, supersede any ne state of Ohio and understand that noncompliance rate within the state of Ohio.
☐ I attest that customer notices accompanying this accordance with Rule 4901:1-6-7, Ohio Administrat		cted customers, as specified in Section II, in
I declare under penalty of perjury that the foregoing	is true and correct.	
Executed on (Date) 5-15-15 at (Location)	Columbus, Ohio 43215 *(Signature and Title) Kathy E. Hol	
 This affidavit is required for every tariff-aff authorized agent of the applicant. 		ned by counsel or an officer of the applicant, or an
	VERIFICATION	
I. Kathy E. Hobbs verify that I have the Commission and that all of the information sucase, is true and correct to the best of the knowledge	bmitted here, and all addition	tions Filing Form for most proceedings provided by onal information submitted in connection with this
*(Signature and Title) Kathy F. Hobbs Cons	Hobbs Sultant/Authorized Agent	(Date) 9-11-14
		ficer of the applicant, or an authorized agent of the
Send your completed Application Form, include	ding all required attachmen	ts 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

O i

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

EXHIBIT A

(Current Tariff Sheet)

EXHIBIT B

(Proposed Tariff Sheets)

Minford Telephone Company

POLE ATTACHMENT 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.

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

1. POLE ATTACHMENTS AND CONDUIT OCCUPANCY

A. Terms and Conditions

- This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach
 to Ayersville 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.
- 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

- 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.

Issued: May 15, 2015

Effective: September 1, 2015

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)

D. <u>Indemnification</u>

- 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. 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.
- 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

- 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.
 - \$23.27 for all pole attachments
 - NA per foot of conduit occupied -
- 2. Field survey or inspection: Actual costs and expenses.
- Make-ready work: Actual costs and expenses.
- 4. Labor: Actual costs and expenses.
- 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

EXHIBIT C

(Description of Changes)

Pursuant to the Commission's Finding and Order in Case No. 13-579-AU-ORD,

Minford Telephone Company is establishing a Pole Attachment and Conduit Occupancy tariff,
including the applicable calculations for the establishment of new rates.

At this time, Minford Telephone Company does not have any conduit/inner duct within their franchise territory.

At such time that Minford Telephone Company does have available conduit space for resale, the Company will file the appropriate tariffed 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, Minford Telephone Company submits the attached calculation spreadsheets, to determine applicable Pole Attachment and Conduit Occupancy rates.

Minford

POLE AND CONDUIT RENTAL CALCULATION INFORMATION Financial Information	12,	/31/2014
1 Telecommunications Plant-in-Service	\$	15,540,088
2 Gross Investment - Poles		104,278
3 Gross Investment - Conduit		-
4 Accumulated Depreciation - Total Plant-in-Service		12,091,626
5 Accumulated Depreciation - Poles		104,278
6 Accumulated Depreciation - Conduit		-
7 Depreciation Rate - Poles		7.00%
8 Depreciation Rate - Conduit		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 - 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		65,487
17 Pole Expense (15) + (16)		65,487
18 Conduit Maintenance Expense		-
19 Conduit Rental Expense		
20 Conduit Expense (18) + (19)		-
21 General & Administrative Expense		646,020
22 Operating Taxes	\$	86,690
Operational Data (Actual)		
23 Equivalent Number of Poles		235
24 Conduit System Trench Kilometers		-
25 Conduit System Duct Kilometers		-
26 Number of inner-ducts (if no inner-ducts enter 2)		2

Maximum Pole Attachment Charge

Ś	23.27	Maximum Pole Attachment Charge per annum
	74.52%	Carrying Charge Rate
	7.4074%	Space Factor
\$	421.55	Gross Cost of a Bare Pole

Gross cost of a bare pole

\$ 421,55	Gross cost of a bare pole
 235	Number of Poles
\$ 99,064	Gross investment in <u>bare</u> poles
 0.95	Factor to remove investment in crossbars, etc.
\$ 104,278	Gross Investment Poles

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

\$ 104,278	Gross Investment Poles
104,278	(less) Accumulated depreciation Poles
-	(less) Net Current Deferred Operating Income Taxes-Poles
 	(less) Net Non-Current Deferred Operating Income Taxes-Poles
\$ 	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

		Carrying Charge Rate
}	62.80%	Maintenance Factor
{	4.16%	General and Administrative Factor
{	7.00%	Depreciation Factor
{		Taxes Factor
1	0.00%	Cost of Capital Factor
_	74.52%	Carrying Charge Rate
{		
_		
}		Maintenance Factor
\$	-	Pole Maintenance Expense
{	65,487	Pole Rental Expense
	65,487	
}		
\$	104,278	Gross Investment Poles
}		
L	62.80%	Maintenance Factor
ĺ		General and Administrative Factor
\$	646,020	General and Administrative Expense
} }	15,540,088	Total Plant in Service
	4.16%	General and Adm. Factor (G&A expense/Net TPIS)
		Depreciation Factor
}		
}	7.00%	Depreciation Rate-Poles
1	1	Fully Depreciated? Yes = 0, No=1
	7.00%	Depreciation Factor
<u> </u>		Tavas Factors
{		Taxes Factor
ے [ge 600	Operating Taxes
\$		Total Plant in Service
}	10,040,000	TOTAL FIGURE IN SELVICE
}	0.56%	Taxes Factor
		Cost of Capital Factor
}		
{	10.00%	SLEC default Cost of Capital per Entry
Ì		·
{	-	Net Investment in Poles
}		

. ,

104,278 Gross Investment in Poles

0.00% Cost of Capital Factor

- System duct Length in meters
 2 Number of Inner Ducts
- \$ Net conduit Investment

#DIV/0! Carrying Charge-Conduit

#DIV/0! Maximum Rate Per Linear Meter

Net Conduit Ivestment

- \$ Gross Investment Conduit
 - (less) Accumulated depreciation Conduit
 - (less) Net Current Deferred Operating Income Taxes-Conduit
 - (less) Net Non-Current Deferred Operating Income Taxes-Conduit
- \$ Net Conduit Investment

Carrying	Charge	Rate -	<u>Conduit</u>

#DIV/0! Maintenance Factor

4.16% General and Administrative Factor

#DIV/0! Depreciation Factor

0.56% Taxes Factor

10.00% Cost of Capital Factor

#DIV/0! Carrying Charge Rate

Maintenance Factor

\$ - Conduit Maintenance Expense

- Conduit Rental Expense

\$ - Net Conduit Investment

#DIV/0! Maintenance Factor

General and Administrative Factor

4.16% General and Adm. Factor (G&A expense/Net TPIS)

Depreciation Factor

0.00% Depreciation Rate-Conduit

- Gross Conduit Investment
- \$ Net Conduit Investment

#DIV/0! Gross Conduit Investment/Net conduit Investment

#DIV/0! Depreciation Factor

Taxes Factor

0.56% Taxes Factor

Cost of Capital Factor

10.00% SLEC default Cost of Capital per Entry