

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 Nova Telephone) TRF Docket No. 90-5028-TP-TRF
Company to Establish a Pole Attachment and Conduit)
Occupancy Tariff) Case No. 15 - 1021 - **TP** - ATA
) NOTE: Unless you have reserved a Case #, leave the "Case No" fields
) BLANK.

Name of Registrant(s) The Nova Telephone Company
DBA(s) of Registrant(s) _____
Address of Registrant(s) 255 Township Road 791, Nova, OH 44859-0027
Company Web Address N/A
Regulatory Contact Person(s) Charles Curtis Phone 2525142203 Fax 800-547-3148
Regulatory Contact Person's Email Address Charles.curtis@contaegis.com
Contact Person for Annual Report Kim Starr Phone 903-663-0099
Address (if different from above) PO Box 733, Judson, TX 75660
Consumer Contact Information Kim Starr Phone _____
Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.
Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.
Section IV – Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

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

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

Section I – Part I - Common Filings

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

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (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 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (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 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input checked="" type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<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 Nova Telephone Company, and am authorized to make this statement on its behalf.

Charles C. Curtis
(Name)

Please Check ALL that apply:

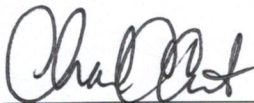
☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will 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) 5-26-2015

at (Location) New Bern, NC 28562

*(Signature and Title) 

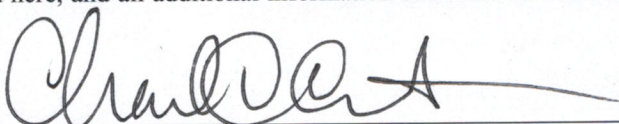
(Date) 5-26-2015

Charles C. Curtis, Consultant/Authorized Agent

- 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, _____ 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) 

Charles C. Curtis, Consultant/Authorized Agent

(Date) 5-26-2015

*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 Sheet)

Not applicable.

EXHIBIT B

(Proposed Tariff Sheet(s))

THE NOVA TELEPHONE COMPANY

POLE ATTACHMENT & 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>	<u>REVISION</u>	<u>SHEET</u>
Checklist	Original	1
Table of Contents	Original	1
1	Original	1,2,3

POLE ATTACHMENT AND CONDUIT OCCUPANCY TARIFF

<u>TABLE OF CONTENTS</u>	<u>SECTION</u>	<u>SHEET</u>
Terms and Conditions	1	1
Restrictions on Access	1	1
Limitations 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

1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to The Nova 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.

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, cost 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 of 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 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, cost, 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

In Accordance with case No. 13-579-AU-ORD and 15-1021-TP-ATA

Issued by the Public Utilities Commission of Ohio

Charles Mattingly, Manager

Nova, Ohio

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (CONTINUED)

E. Assurance of Payment and Insurance (con't)

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 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.
 \$2.18 for all pole attachments
 NA per foot of conduit occupied.
2. Field survey or inspection: Actual cost and expenses.
3. Make-ready work: Actual cost and expenses.
4. Labor: Actual cost and expenses.
5. Contractors: Actual cost 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.

EXHIBIT C

(Description of Changes)

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

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

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

Supplemental Schedule for Calculation of Carrying Charges

Company: Nova Telephone Company

POLE AND CONDUIT RENTAL CALCULATION INFORMATION

Financial Information

1	Telecommunications Plant-in-Service	5,406,387
2	Gross Investment - Poles	129
3	Gross Investment - Conduit	0
4	Accumulated Depreciation - Total Plant-in-Service	4,059,769
5	Accumulated Depreciation - Poles	129
6	Accumulated Depreciation - Conduit	0
7	Depreciation Rate - Poles	0.0871
8	Depreciation Rate - Conduit	0
9	Net Current Deferred Operating Income Taxes - Poles	0
10	Net Current Deferred Operating Income Taxes - Conduit	0
11	Net Current Deferred Operating Income Taxes - Total	0
12	Net Non-current Deferred Operating Income Taxes - Poles	0
13	Net Non-current Deferred Operating Income Taxes - Conduit	0
14	Net Non-current Deferred Operating Income Taxes - Total	123,937
15	Pole Maintenance Expense	0
16	Pole Rental Expense	0
17	Pole Expense (15) + (16)	0
18	Conduit Maintenance Expense	0
19	Conduit Rental Expense	0
20	Conduit Expense (18) + (19)	0
21	General & Administrative Expense	169,855
22	Operating Taxes	12,978

Operational Data (Actual)

23	Equivalent Number of Poles	1
24	Conduit System Trench Kilometers	0
25	Conduit System Duct Kilometers	0
26	Additional Rental Calculation Information	0

Lifeline Filing Requirements per Rule 4901:1-6-19 O.A.C.

27	Number of customers receiving lifeline service as of the date of this report:	9
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Supplemental Schedule for Calculation of Carrying Charges

Company: Nova Telephone Company

POLE AND CONDUIT RENTAL CALCULATION INFORMATION**MAXIMUM POLE ATTACHMENT CHARGE**

Gross Cost of a Bare Pole	129
Space Factor	50.0%
Carrying Charge Rate	3.4%
	<u>\$ 2.18</u>

Gross Investment in Poles	129.00
Factor to remove investment in crossbars, etc.	100.0%
Gross investment in bare poles	<u>129.00</u>
Number of poles	<u>1.00</u>
Gross cost of a pare pole	<u>129.00</u>

Average pole height	10.00
Unusable space	7.00
Usuable space	3.00

Space factor (space occupied/usable space)	0.5
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Gross Investment in Poles	\$ 129.00
(less) Accumulated Depreciation	\$ (129.00)
(less) Net Current Deferred Income Taxes - Poles	\$ -
(less) Net Non-Current Deferred Income Taxes - Poles	\$ -
Net Pole Investment	<u>\$ -</u>
Factor to remove investment in crossbars, etc.	1.000000
Net Investment in Bare Poles	<u><u>\$ -</u></u>

Carrying Charge Rate	
Maintenance Factor	0.0%
General & Administrative Factor	3.1%
Depreciation Factor	0.0%
Taxes Factor	0.2%
Cost of Capital Factor	0.0%
Carrying Charge Rate	<u><u>3.4%</u></u>

Maintenance Factor	
Pole Maintenance Expense	\$ -
Pole Rental Expense	\$ -
Gross Pole Investment	<u>\$ 129.00</u>
Maintenance Factor	<u><u>0.0%</u></u>

General & Administrative Factor	
General & Administrative Expense	169,855
Total Plant in Service	<u>5,406,387</u>
General & Administrative Factor	<u><u>3.1%</u></u>

Supplemental Schedule for Calculation of Carrying Charges

Company: Nova Telephone Company

POLE AND CONDUIT RENTAL CALCULATION INFORMATION

Depreciation Rate - Poles	0.0871
Fully Depreciated? Yes = 0, No = 1	0
Depreciation Factor	0.0%
Taxes Factor	
Operating Taxes	12,978
Total Plant in Service	5,406,387
Taxes Factor	0.2%
Cost of Capital Factor	
SLEC Default Cost of Capital per Entry	10%
Net Investment in Poles	\$ -
Gross Investment in Poles	129.00
Cost of Capital Factor	0.0%
System duct length in meters	0
Number of inner ducts	0
Carrying Charge for Conduit	\$ -
Maximum Rate Per Linear Meter	\$ -
Net conduit investment	\$ -
<u>Net Conduit Investment</u>	
Gross Investment Conduit	\$ -
(less) Accumulated depreciation - conduit	\$ -
(less) Net current deferred income taxes - conduit	\$ -
(less) Net non-current deferred income taxes - conduit	\$ -
Net Conduit Investment	\$ -

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/27/2015 10:33:30 AM

in

Case No(s). 15-1021-TP-ATA

Summary: Tariff The Nova Telephone Company Pole Attachment and Conduit Occupancy
Tariff electronically filed by Mr. Charles C Curtis on behalf of The Nova Telephone Company