

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Benton Ridge Telephone)
Company for the Approval of a Transport Agreement)
))
))

TRF Docket No. 90-_____

Case No. 10 - 1477 - **TP** - **ATR**

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

Name of Registrant(s) Benton Ridge Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) P.O. Box 180, Benton Ridge, OH 45816

Company Web Address _____

Regulatory Contact Person(s) Carolyn S. Flahive

Phone 614-469-3294

Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report _____

Phone _____

Address (if different from above) _____

Consumer Contact Information _____

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.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) 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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Non-Auto)	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input checked="" type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

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)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of 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 III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

- *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, Carolyn S. Flahive

verify that I have utilized the Telecommunications Application Form for Routine 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/ Carolyn S. Flahive, Attorney

(Date) October 6, 2010

**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

TRANSPORT AGREEMENT
BETWEEN
THE BENTON RIDGE TELEPHONE COMPANY
AND
BR CABLEVISION COMPANY

This Agreement, effective as of November 1, 2010 (the "Effective Date") between THE BENTON RIDGE TELEPHONE COMPANY, a local exchange carrier, hereinafter referred to as "Benton Ridge" and BR Cablevision Company a deregulated telecommunications company, hereinafter referred to as "BRC", sets forth the terms and conditions under which services will be provided between Benton Ridge and BRC.

WHEREAS, Benton Ridge has placed its local distribution network in and around its Exchange of Benton Ridge; and

WHEREAS, BRC desires to make use of Benton Ridge's Fiber transport facilities for the delivery of video services; and

WHEREAS, BRC desires to make use of Benton Ridge's facilities for the delivery of services inside and outside the Benton Ridge Exchange; and

WHEREAS, BRC desires to obtain from Benton Ridge, and Benton Ridge is willing to provide to BRC the right to use certain designated Fiber loops for video; and

WHEREAS, the parties desire to define the terms and conditions under which such user rights will be accomplished;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promised as set forth below, Benton Ridge and BRC agree as follows:

1. DEFINITIONS

As used herein and for the purposes of this Agreement the following terms shall have the meanings set forth below.

- A. Fiber Loops - The Fiber transport facilities over which BRC will provide video services to BRC Customers.
- B. Customer - The end user customer of BRC (for video services) or of Benton Ridge (for other services offered by Benton Ridge within the Benton Ridge Exchange). A Benton Ridge Customer may also be an BRC Customer and visa-versa.
- C. BRC Facilities - All facilities other than Fiber Loops used by BRC to provide video services within the Benton Ridge Exchange.

2. RESPONSIBILITIES OF THE PARTIES.

- A. Benton Ridge will provide BRC with access to Fiber Loops servicing BRC Customers within the Benton Ridge Exchange, and will permit connection of the BRC Facilities with such Fiber Loops in accordance with practices to be developed between the parties as described in ATTACHMENT A.
- B. Benton Ridge will provide paths for delivery of service outside the Benton Ridge Exchange where available.
- C. Benton Ridge will generally maintain the Fiber loops and paths in good operating condition. In the event of service outages, Benton Ridge will respond promptly and restore the BRC Loops and paths at Benton Ridge's expense; provided however, that BRC shall solely be responsible, at it own expense, for restoring any outage caused by a failure of signal or transmission operated by BRC. BRC shall also be solely responsible, at its own expense, for the operation, maintenance and repair of the BRC Facilities and all terminal equipment and facilities required in connection with the use of the service.
- D. Benton Ridge and BRC will jointly develop procedures for:
 - i. Ordering Fiber Loops for use hereunder;
 - ii. Interconnection and testing of Fiber Loops assigned hereunder;
 - iii. Maintaining and auditing records of Fiber Loops provisioned hereunder and payment therefore.
- E. All routine maintenance with regard to the Fiber Loops, shall be performed solely by Benton Ridge or under its direction during the term of this Agreement or any extension thereof.

- i. Benton Ridge shall conduct all operations necessary for the routine right-of-way inspection, right-of-way clearing, tree trimming and other maintenance, all at Benton Ridge's sole expense.
 - ii. Benton Ridge shall provide other maintenance services, specifically requested by BRC, on a cost plus material basis, plus reasonable overhead and profit. Any invoices issued hereunder shall describe the services performed and the time expended in performing such services and shall be payable within thirty (30) days of receipt of it by BRC.
- F. If Benton Ridge elects to cause any outages of equipment for software upgrade, trunk rearrangements or other maintenance functions that will affect BRC, Benton Ridge will provide at least 48 hours notice prior thereto.
- G. The parties hereby agree that within ten (10) days of the execution of this Agreement they will provide to each other the appropriate names, addresses, and telephone numbers for all contact persons necessary to fulfill the obligations of this Agreement.

3. COMPENSATION

Compensation will be payable at the rates set forth in Attachment A, attached hereto and made a part hereof by reference.

4. LIABILITY

Neither party shall be liable for any incidental, consequential or special damages arising from the other party's use of services provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the services provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party. In any event, each party's liability for all claims arising under this Agreement, or under the use of the services provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

5. DEFAULTS OR VIOLATIONS

If either party shall default in the payment of any amounts due hereunder or violate any other provision of this Agreement and if such default or violation shall continue for thirty (30) days after written notice thereof, the other party may then and any time thereafter terminate this Agreement forthwith by written notice.

6. TERM OF AGREEMENT

The initial term of this Agreement shall commence as of the date the video feeds are activated with the prospective vendors and shall continue in effect for two (2) years. The agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term.

Either party may elect not to renew the agreement by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

7. MODIFICATIONS/AMENDMENTS

From time to time by written agreement of both parties, this Agreement and any attachments hereto may be modified or amended. The term "this Agreement" shall apply to all future amendments, modifications, and supplements.

8. GENERAL TERMS AND CONDITIONS

- A. NOTICE. Any communication regarding the performance of obligations hereunder shall be sent in writing to the contacts provided pursuant to Section 2.G. herein.
- B. SEVERABILITY. In the event that any provision contained herein shall, for any reason, be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the unenforceable provision had not been contained herein.
- C. GOVERNING LAW. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Ohio.
- D. FORCE OF MAJEURE. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including, but not limited to acts of God, acts of civil or military authority, government regulations, insurrections, fire, explosions, earthquakes, floods, strikes or power blackouts.
- E. ASSIGNMENT BY BRC. BRC may not assign its rights under this Agreement to any person or entity without Benton Ridge's prior approval, and any purported assignment by BRC of this Agreement or any right of BRC hereunder, whether by operation of law or otherwise, will be void *ab initio*.

- F. WAIVERS. No specific waiver or course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of any other provision of this Agreement.
- G. ATTORNEYS FEES. The prevailing party in any legal proceeding against the other party to this Agreement brought under or with relation to the Agreement or a breach thereof shall, in addition to its damage, be entitled to recover its court costs and reasonable attorney's fees.

9. REGULATORY MATTERS

This Agreement will be filed with and is subject to the general jurisdiction of the Public Utilities Commission of Ohio. Terms and conditions of Benton Ridge's tariffs on file with the Public Utilities Commission of Ohio control to the extent not inconsistent herewith.

BENTON RIDGE TELEPHONE COMPANY

By [Signature]

Title Telephone Manager

Date 9/21/10

BR Cablevision

By Thomas W. Kypien

Title VP + GM

Date 9/21/10

ATTACHMENT A

BASIS OF COMPENSATION

The following compensation amounts shall apply for services provided under the Agreement. These amounts shall be in effect until the Agreement is revised.

Minimum Fee (covers first 100 subscribers)	\$2500.00 per month
Amount per subscriber over 100	\$25.00 per month

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/6/2010 12:15:39 PM

in

Case No(s). 10-1477-TP-ATR

Summary: Application For Approval of a Transport Agreement electronically filed by Carolyn S Flahive on behalf of The Benton Ridge Telephone Company