#### 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 Sycamore Telephone Company	)	Case No.			579-AU-	
ft. Θ a Tariff Pursuant to Chapter 4901:1-3, O.A.C. Concerning Pole Attachment and Conduit Occupancy	) )	Case No. 15 NOTE: Unless S BLANK.				ase #, leave the "Case No" fields
Name of Registrant(s) _Sycamore Telephone Com	pany					
DBA(s) of Registrant(s)						
Address of Registrant(s) 104 E 7th Street, Sycamore, OH 44882						
Company Web Address www.syctelco.com						
Regulatory Contact Person(s) Jessica Meyer		Phone	e 402-4	441-43°	15	Fax 402-441-4317
Regulatory Contact Person's Email Address imever@co	nsortiaco	nsultina.co	om			
Contact Person for Annual Report Richard D. Ekleberry II, Broabs	and Operation	s Manager				Phone 419-927-6012
Address (if different from above)						
Consumer Contact Information Sycamore Telephone Company						Phone 419-927-6012
Address (if different from above)						
Motion for protective order included with filing?  Yes Motion for waiver(s) filed affecting this case?  Yes		Waivers may t	toll an	y auto	matic t	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 <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a> 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.
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 Pro	fit ILEC	Not For I	Profit ILEC	☐ CI	LEC
Change terms & condition existing BLES		ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA <u>1-6</u> (Auto 30 day			TA <u>1-6-14(H)</u> 30 days)
Introduce non-recurring ch surcharge, or fee to BLES	narge,						ΓΑ <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1</u> - (Auto 30 da	ys)	ATA <u>1-0</u> (Auto 30 day			ΓΑ <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		TTA <u>1-0</u> (0 day Notice	ce)				
Introduce BLES or expand service area (calling area)	l local	(0 day Notice		(0 day Notice			TA <u>1-6-14(H)</u> Notice)
Notice of no obligation to facilities and provide BLE		ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6</u> (0 day Notice			
Change BLES Rates		TRF <u>1-6</u> (0 day Notice		TRF <u>1-6-</u> (0 day Notice		TRF <u>1-6-14(G)</u> (0 day Notice)	
To obtain BLES pricing flexibility (1)		BLS <u>1-6</u> (C)(1)(c) (Auto 30 da	nys)				
Change in boundary	ACD 1			ACB <u>1-6-32</u> (Auto 14 days)			
Expand service operation area							RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							TA <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cu	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:							
Section I – Part III –IO	S Offerings	Pursuant to	Chapter 49	01:1-6-22 OAC	7 -		
IOS	Introdu	ice New	Tariff	Change	Price Cha	ange	Withdraw
□ IOS	Γ	7		П	П		П

# 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)

<sup>\*</sup>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> (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)

<sup>\*</sup> 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 Anotherion	(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 tarms,	(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)	
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  Compliance with Commission Rule	les
am an officer/agent of the applicant corporation,	nd am authorized to make this statement on its
Richard D. Ekleberry II	half.
(Name)	
Please Check ALL that apply:	
■ I attest that these tariffs comply with all applicable rules for the state of Ohio. imply Commission approval and that the Commission's rules as modified and contradictory provisions in our tariff. We will fully comply with the rules of the st can result in various penalties, including the suspension of our certificate to operate	d clarified from time to time, supersede any state of Ohio and understand that noncompliance
☐ I attest that customer notices accompanying this filing form were sent to affected accordance with Rule 4901:1-6-7, Ohio Administrative Code.	I customers, as specified in Section $\Pi$ , in
I declare under penalty of perjury that the foregoing is true and correct.	
Executed on (Date) 5/13/15 at (Location) Sycamore, Ohio	<del></del>
(Signature and Title)	iled O. L TI (Date) 5/13/15
<ul> <li>This affidavit is required for every tariff-affecting filing. It may be signed to authorized agent of the applicant.</li> </ul>	by counsel or an officer of the applicant, or an
<u>VERIFICATIC</u> 1	
lessica Meyer	
La Jessica Meyer  have utilized the Telecommunications Filing Form for most proceedings provi information submitted he e, and all additional information submitted in connection my knowledge.  *(Signature and Title)  *Verification is required for every filing. It may be signed by counsel or an officer	With this case, is true and correct to the best of  May (Date) 5-14-2015
applicant.	of the applicant, or an authorized agent of the
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 432	

Or

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

# EXHIBIT A CURRENT TARIFF PAGES

The Pole Attachment and Conduit Tariff being filed by Sycamore Telephone Company is a new tariff filing. No current tariff sheets apply.

# EXHIBIT B PROPOSED TARIFF PAGES

P.U.C.O. NO. 14

# SYCAMORE TELEPHONE COMPANY POLE ATTACHMENT AND CONDUIT TARIFF

#### P.U.C.O. NO. 14

#### **Pole Attachment and Conduit Tariff**

### 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 Sycamore 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 Attachment and Conduit Tariff**

### 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 attorneys= 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. <u>Assurance of Payment and Insurance</u>

- 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 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.

#### P.U.C.O. NO. 14

#### **Pole Attachment and Conduit Tariff**

### 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.
  - 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

- 1. The rate provided below entitles a customer to occupy conduit in all of the Company's franchise area. The conduit rate applies to each linear foot of conduit occupied.
  - \$0.42 per linear foot of conduit occupied per year
- 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, commencing on the date due and payable.

# EXHIBIT C DESCRIPTION OF FILING

The Sycamore Telephone Company Pole Attachment and Conduit Tariff is filed in accordance with the Commission's Entry entered on April 22, 2015 in Case No. 13-579-AU-ORD and in Case No. 15-0943-TP-ATA. The filing introduces a new tariff, P.U.C.O. NO. 14, for Sycamore Telephone Company in accordance with the adoption of Chapter 4901:1-3, Ohio Administrative Code, concerning access to poles, ducts, conduits, and rights-of-way.

Rates contained in the tariff and accompanying calculations are based on unaudited financial statements. If financial statements are adjusted as a result of the Company's year-end audit, the company will amend its application to reflect this.

Sycamore Telephone Company does not own any poles; therefore, Sycamore Telephone Company is not filing the included tariff for the purpose of Pole Attachments. The tariff filing will only include the rates for Conduit Occupancy per foot, per year.

# EXHIBIT D CUSTOMER NOTICE

At this time, there are no notifications required to be made to attaching entities under Chapter 4901:1-3-03, Ohio Administrative Code. Sycamore Telephone Company will make all required notifications pursuant to Chapter 4901:1-3.

# EXHIBIT E RATE SUPPORT

# POLE AND CONDUIT RENTAL CALCULATION INFORMATION Financial Information

<ul><li>1 Telecommunications Plant-in-Service</li><li>2 Gross Investment - Poles</li></ul>	\$	7,660,333 -		
3 Gross Investment - Conduit		293,426		
4 Accumulated Depreciation - Total Plant-in-Service 5 Accumulated Depreciation - Poles		5,952,961		
6 Accumulated Depreciation - Conduit		215,668		
7 Depreciation Rate - Poles		0.00%		
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		27,215		
14 Net Non-current Deferred Operating Income Taxes - Total		23,388		
15 Pole Maintenance Expense		-		
16 Pole Rental Expense				
17 Pole Expense (15) + (16)		-		
18 Conduit Maintenance Expense		-		
19 Conduit Rental Expense		-		
20 Conduit Expense (18) + (19)		-		
21 General & Administrative Expense		361,373		
22 Operating Taxes	\$	11,105		
Operational Data (Actual)				
23 Equivalent Number of Poles		-		
24 Conduit System Trench Kilometers		3.00		
25 Conduit System Duct Kilometers		9.00		
26 Number of inner-ducts ( <u>if no inner-ducts enter 2</u> )				

# **Maximum Pole Attachment Charge**

	#DIV/0!	Net Cost of a Bare Pole
	7.4074%	Space Factor
	#DIV/0!	Carrying Charge Rate
Ī	#DIV/0!	Maximum Pole Attachment Charge per annum

# Net cost of a bare pole

\$ -	Gross Investment Poles
-	(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
 -	Number of Poles
#DIV/0!	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)

<sup>\*</sup>Avg pole height and unusable space are rebuttable presumptions

		<u>Carrying Charge Rate</u>
	#DIV/0!	Maintenance Factor
	21.46%	General and Administrative Factor
		Depreciation Factor
	0.66%	Taxes Factor
		Cost of Capital Factor
	#DIV/0!	Carrying Charge Rate
		Maintenance Factor
\$	-	Pole Maintenance Expense
	-	Pole Rental Expense
	-	
\$	-	Net Pole Investment
	#DIV/0!	Maintenance Factor
		General and Administrative Factor
بر ا	264 272	Consultant Administrative Foreign
\$	361,373	General and Administrative Expense
	7.660.333	Total Plant in Service
		(less) Accumulated Depreciation-TPIS
	-	(less) Net Current Deferred Operating Income Taxes-TPIS
	23,388	(less) Net Non-Current Deferred Operating Income Taxes-TPIS
\$		Net Total Plant in Service
	. ,	
	21.46%	General and Adm. Factor (G&A expense/Net TPIS)
		<u>Depreciation Factor</u>
	0.00%	Depreciation Rate-Poles
۲		Cross Bala Investment
\$ ¢	-	Gross Pole Investment
\$	-	Net Pole Investment
	#DIV/0!	Gross Pole Investment/Net Pole Investment
	וטו∨ן∪!	Gross role investment/wet role investment
	#DIV/0!	Depreciation Factor
	,	

# Taxes Factor

- \$ 11,105 Operating Taxes
- \$ 1,683,984 Net Total Plant in Service

# 0.66% Taxes Factor

# Cost of Capital Factor

10.00% SLEC default Cost of Capital per Entry

9,000 System duct Length in meters 2 Number of Inner Ducts \$ 50,543 Net conduit Investment 49.54% Carrying Charge-Conduit 1.39 Maximum Rate Per Linear Meter

\$

\$

# **Net Conduit Ivestment**

0.42 Maximum Rate Per Linear Foot

\$	293,426	Gross Investment Conduit
	215,668	(less ) Accumulated depreciation Conduit
	-	(less) Net Current Deferred Operating Income Taxes-Conduit
	27,215	(less) Net Non-Current Deferred Operating Income Taxes-Conduit
Ś	50.543	Net Conduit Investment

#### Carrying Charge Rate - Conduit

0.00% Maintenance Factor

21.46% General and Administrative Factor

17.42% Depreciation Factor

0.66% Taxes Factor

10.00% Cost of Capital Factor

49.54% Carrying Charge Rate

#### Maintenance Factor

- Conduit Maintenance Expense
  - Conduit Rental Expense

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\$ 50,543 Net Conduit Investment

0.00% Maintenance Factor

#### **General and Administrative Factor**

21.46% General and Adm. Factor (G&A expense/Net TPIS)

#### **Depreciation Factor**

3.00% Depreciation Rate-Conduit

- \$ 293,426 Gross Conduit Investment
- \$ 50,543 Net Conduit Investment
  - 5.81 Gross Conduit Investment/Net conduit Investment
  - 17.42% Depreciation Factor

Т	axes	Fa	ctor
	uncs	ı u	CLOI

0.66% 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 10:18:34 AM

in

Case No(s). 15-0943-TP-ATA, 13-0579-AU-ORD

Summary: Tariff Pole Attachment and Conduit Occupancy Tariff electronically filed by Jessica L Meyer on behalf of Sycamore Telephone Company