

# HOBBS Consulting, LLC

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Public Policy & Government Affairs  
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September 17, 2015

Ms. Barcy McNeal, Secretary  
The Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street - 11<sup>th</sup> Fl.  
Columbus, Ohio 43215

Re: *In the Matter of the Adoption of Chapter 4901:1-3 Ohio Administrative Code Concerning Access to Poles, Ducts, Conduits, and Rights-of-Way by Public Utilities*  
Case No. 15-0978-TP-ATA  
TRF Docket No. 90-5037-TP-TRF

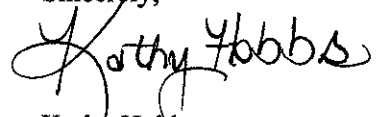
Dear Ms. McNeal:

Please find attached for filing, replacements to final tariff pages (Pole Attachment Tariff - P.U.C.O. NO. 1) - Section No. 1, Original Sheet No. 1 and Section No. 1, Original Sheet No. 3 on behalf of Sherwood Mutual Telephone Association, Inc. in the above referenced matter, originally filed on September 8, 2015.

If you have any questions, please feel to contact me @ 614-546-5012.

Thank you for your assistance.

Sincerely,



Kathy Hobbs  
Consultant/Authorized Agent  
For Sherwood Mutual Telephone Association, Inc.

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Technician Am Date Processed 9/17/15

P.U.C.O. NO. 1

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**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 Sherwood Mutual Telephone Association, Inc. (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.

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Issued: May 15, 2015

Effective: September 1, 2015

In Accordance with Case No. 13-579-AU-ORD and 15-0978-TP-ATA

Issued by the Public Utilities Commission of Ohio

Lynn Bergman, General Manager

Sherwood, Ohio

**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.
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 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.
  - \$2.43 for all pole attachments
  - NA per foot of conduit occupied
  - \* Company has no available conduit
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 concurring on the date due and payable.

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