HOBBS Consulting, LLC

FILE

Public Policy & Government Affairs

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2015 SEP 17 AM 11: 54

September 17, 2015

Ms. Barcy McNeal, Secretary
The Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street - 11th 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. 15-0933-TP-ATA TRF Docket No. 90-5034-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. 3 on behalf of Ottoville Mutual Telephone Company 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 Ottoville Mutual Telephone Company

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Date Processed 91/17/

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (Continued)

E. <u>Assurance of Payment and Insurance</u> (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.
- 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.
 - \$.98 for all pole attachments
 * Pole attachment rate NA due to all poles being removed in near future)
 - NA per foot of conduit occupied
 - * Company has no conduit resale capacity
- 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.

Issued: May 15, 2015

Effective: September 1, 2015