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THOMPSON  
HINE & FLORY LLP

Attorneys at Law  
(614) 469-3246 • Thomas E. Lodge • tom.lodge@thompsonhine.com

FILE

October 18, 2000

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Via Hand Delivery

Ms. Daisy Crockron  
Chief of Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

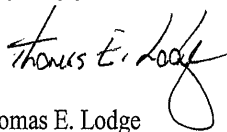
Re: In the Matter of Little Miami Communications Corp. and Nextel West Corporation to File a Wireless Interconnection Agreement

Dear Ms. Crockron:

Enclosed for filing is an original and fifteen (15) copies of an Application for a Negotiated Interconnection Agreement Between Carriers, to be filed in connection with the above-referenced matter.

Thank you for your assistance. If you have any questions, please feel free to call.

Very truly yours,



Thomas E. Lodge

cc: Carolyn Flahive

Enclosures

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.  
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PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

FILED  
OCT 18 PM 3:36  
REC'D-DOCKETING DIV.

In the Matter of the Application of Little Miami )  
Communications Corp. and Nextel West Corp. )  
to File a Wireless Interconnection Agreement )

Case No. 00-1985-TP-NAG

Name of Registrant(s) Little Miami Communications Corp. (See next page for second registrant).  
Address of Registrant(s) 251 S. Russell Street, P. O. Box 300 Fayetteville, Ohio 45118-0300  
Contact Person(s) Linda Lowrance (Phone - (865) 671-4758 ; Fax- )  
Date \_\_\_\_\_ TRF Docket No. \_\_\_\_\_ -TP -TRF

Motion for protective order included with filing? ☐ Yes, ☒ No

Request for waiver(s) included with filing? ☐ Yes, ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section V.I.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☐ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)  
☐ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
  - a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
  - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
  - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
  - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
  - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☒ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

**SECOND REGISTRANT**

Nextel West Corporation  
2003 Edmund Halley Drive  
Reston, VA 20191

Ms. Roz Beaulé  
Phone: (730) 433-8142

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases **must** be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
- ☐ Specify for each service affected whether it is business; residence; or both. Also indicate whether it is a switched or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☐ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve **within 24 months** of obtaining authorization. (1,3)
- ☐ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
  - ☐ **If Mirroring ILEC** exchanges for both serving area and local calling areas: \* **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. \* **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
  - ☐ **If Self-defining** serving area and/or local calling area as an area other than that of the established ILEC exchange(s):
    - \* **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. \* **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined **serving and local calling areas** are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☐ Limitation of Liability Language
- ☐ Termination Liability Language
- ☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☐ Resale of Service [Required for facilities-based NECs]
- ☐ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

#### VERIFICATION

I, Thomas E. Lodge, Esquire verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective July 15, 1997 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)\*

(Date)

\* A 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 Registration 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

July 15, 1997

Page 3 of 3

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS TELECOM - OHIO**

This Agreement is made effective on the 1<sup>st</sup> day of September, 2000, between the TDS TELECOMMUNICATIONS CORPORATION subsidiaries or affiliates identified on Appendix A attached hereto and made a part hereof (collectively, "TDS TELECOM"), and NEXTEL WEST CORP., a(n) Delaware Corporation with its principal place of business located at 200 Edmund Halley Dr. ("NEXTEL").  
Reston, VA 20191

The TDS TELECOM Companies are local exchange carriers in Ohio. NEXTEL is a commercial mobile radio service carrier operating in Ohio. TDS TELECOM and NEXTEL desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT**

This Agreement shall cover local interconnection arrangements between NEXTEL's network in Ohio and TDS TELECOM's network in Ohio. The exchange of non-local traffic between other portions of TDS TELECOM's network and NEXTEL's network shall be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law.

**SECTION II**  
**TRAFFIC EXCHANGE**

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are set forth on the attached pricing schedule, Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amount that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than 180 days old.

### SECTION III USAGE REPORTS

If applicable, TDS TELECOM may obtain a monthly traffic distribution report from the LEC Tandem provider summarizing traffic originated by NEXTEL and terminating to TDS TELECOM. This information may be used by TDS TELECOM for invoicing NEXTEL for terminating traffic to TDS TELECOM. If applicable, NEXTEL may obtain a monthly traffic distribution report from the LEC Tandem provider or others, summarizing traffic originated by TDS TELECOM and terminating to NEXTEL. This information, or similar information, may be used by NEXTEL for invoicing TDS TELECOM for terminating traffic to NEXTEL.

In the absence of a traffic distribution report noted previously, the parties have determined that at the present time it is difficult to determine the precise amount of traffic delivered by TDS TELECOM to NEXTEL; therefore, the Parties have agreed to estimate the Nextel traffic at 42.86% of the traffic billed by TDS TELECOM. This arrangement assumes that approximately 70% of the total traffic between NEXTEL and TDS TELECOM is TDS TELECOM's terminating traffic. If at a later date it is determined that the parties may more precisely determine the minutes of use ("MOU") from TDS TELECOM to NEXTEL, the formula shall be adjusted, or a bill shall be sent to TDS TELECOM based on usage reports reflecting the actual MOU from TDS TELECOM to the NEXTEL. Parties agree to work toward a longer term arrangement, when technically and economically feasible, whereby each Party is able to record and summarize call message details and thereby invoice the originating Party for actual traffic terminating to itself.

If said traffic distribution reports are used for billing, the Parties agree to accept these reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the reports. Either party may perform an audit of the others party's network usage records or other records relevant to the subject matter of this Agreement. The parties agree that audits shall be performed no more than one time per calendar year unless the previous audit revealed material error. Each party shall bear the expense of any audit it requests. Such an audit shall be conducted by the requesting party or an independent auditor of the requesting party and shall be conducted on the premises of the audited party during normal business hours.

### SECTION IV INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

## SECTION V LIABILITY

### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service 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 service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

### C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service 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.

## SECTION VI ASSIGNMENT

This Agreement shall be binding and inure to the benefit of, parties hereto and their respective successors and permitted assigns. Any assignment by either party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other party shall be void, except that either party may assign this Agreement or any rights and obligations thereunder without the other party's consent to any entity that the assigning party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning party whether by consolidation, merger, sale, or otherwise, or in connection with a financing transaction.

## SECTION VII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of



the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION VIII  
THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION IX  
GOVERNING LAW, FORUM, AND VENUE

This Agreement shall be interpreted under the laws of the State of Ohio. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Ohio.

SECTION X  
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and was jointly drafted by both parties.

SECTION XI  
NOTICE

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of NEXTEL to:

|                       |   |
|-----------------------|---|
| Business Name:        | NEXTEL Communications, Inc.                   |
| Mailing Address:      | 2003 Edmund Halley Drive                      |
| Shipping Address:     |   |
| City/State/Zip Code:  | Reston, VA 20191                              |
| Attention:            | Bob Edgerly, Sr. Numbering & Industry Affairs |
| Contact Phone Number: | (703)-433-8157                                |

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

|                       |   |
|-----------------------|---|
| Business Name:        | TDS TELECOM                                   |
| Mailing Address:      | P.O. Box 22995                                |
| Shipping Address:     | 9737 Cogdill Road, Suite 230                  |
| City/State/Zip Code:  | Knoxville, TN 37933-0995 (37932 for shipping) |
| Attention:            | Linda Lowrance                                |
| Contact Phone Number: | (865) 671-4748                                |

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM  
Mailing Address: PO Box 88  
City/State/Zip Code: Roachdale, IN 46172-0088  
Attention: Accounting Center

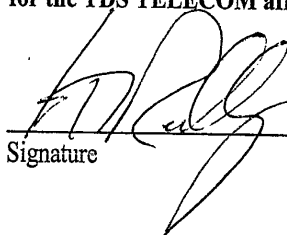
or to such other location as the receiving party may direct in writing.

NEXTEL shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XII  
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

**TDS TELECOMMUNICATIONS CORPORATIONS (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)**

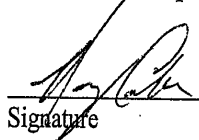
  
Signature \_\_\_\_\_ Date 9/15/00

Printed name and title:

Louis D. Reilly III

Director- Carrier Relations

**Nextel West Corp.**

  
Signature \_\_\_\_\_ Date 9-14-00

Printed name and title:

Nancy Carlsen  
Director, Telco Mgmt

Signature Page to Wireless Interconnection Agreement between TDS  
TELECOMMUNICATIONS Corporation (Ohio Cos.) and NEXTEL WEST CORP., dated  
this 15<sup>th</sup> day of Sept., 2000 relating to the exchange of Local Traffic.

**APPENDIX A - PRICING**

**TDS TELECOMMUNICATIONS CORPORATION AND NEXTEL WEST CORP.  
Wireless Interconnection Agreement – Ohio**

**Transport and Termination of Local Traffic:**

| <u>Company</u>                          | <u>\$/MOU*</u> |
|---|----------------|
| Arcadia Telephone Company               | 0.014561       |
| Continental Telephone Company           | 0.012645       |
| Little Miami Communications Corporation | 0.015298       |
| Oakwood Telephone Company               | 0.017825       |
| The Vanlue Mutual Telephone Company     | 0.015151       |

\* Symmetrical Rates

Transport and Termination of Non-local Traffic: per Applicable Tariffs