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May 23, 2005

*By Hand Delivery*

Ms. Renée J. Jenkins  
Director of Administration  
Secretary of the Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

PUCO

2005 MAY 23 AM 10:20

RECEIVED-BOOKING DIV

RE: In the Matter of the Application of Minford Telephone Company for Approval of a Negotiated Agreement with Sprint Spectrum L.P. Pursuant to Section 252 of the Telecommunications Act of 1996; PUCO Case No. 05-674-TP-NAG

Dear Ms. Jenkins:

Enclosed are an original and eight (8) copies of an Application to be filed in connection with the above-referenced matter on behalf of Minford Telephone Company.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,



Carolyn S. Flahive

Enclosure

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  
Technician JA Date Processed MAY 23 2005

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FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
(Effective: 10/01/2004)  
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

RECEIVED-DOCKETING DIV  
2005 MAY 23 AM 10:20  
PUCO

In the Matter of the Application of Minford Telephone )  
Company for Approval of a Negotiated Agreement )  
with Sprint Spectrum L.P. Pursuant to Section 252 )  
of the Telecommunications Act of 1996 )

Case No. 05 - 674 - TP - NAG

Name of Registrant(s) Minford Telephone Company  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) P.O. Box 181; Minford, Ohio 45653  
Company Web Address \_\_\_\_\_  
Regulatory Contact Person(s) Carolyn S. Flahive Phone (614) 469-3200 Fax (614) 469-3361  
Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com  
Contact Person for Annual Report Paula McGraw Phone 740-820-2151  
Consumer Contact Information Paula McGraw Phone 740-820-2151  
Date \_\_\_\_\_ TRF Docket No. \_\_\_\_\_ - CT-TRF or 90 - 5028 - TP - TRF

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs 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. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies)
  - ☐ b. CTS (14-day approval, 10 copies)
  - ☐ c. ILEC (**NOT** automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page.
  - ☐ a. Switched Local
  - ☐ b. Non-switched local
  - ☐ c. CTS
  - ☐ d. Local and CTS
  - ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (**NOT** preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
  - ☐ b. Reclassification of Service Among Tiers (**NOT** automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies)
  - ☐ b. ILEC (**NOT** automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☒ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
*NOTE: Notifications do not require or imply Commission Approval.*
  - ☐ a. New End User Service (0-day notice, 10 copies)

- ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)  
☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

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

- ☐ 20 Introduction or Extension of Promotional Offering  
☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1 ☐ b. Tier 2  
☐ 22 Designation of Registrant's Process Agent(s)  
☐ 23 Update to Registrant's Maps  
☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.  
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
 CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP – CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence 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.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	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.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	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 <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10, 12-13, 16, 18(b-c), 20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v), 11-13, 18, 21 (increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input checked="" type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> 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.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving <b>and</b> 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.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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 AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

- IV. 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:

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm 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.*

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

### **AFFIDAVIT**

#### ***Compliance with Commission Rules and Service Standards***

I am an attorney of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement  
(Name of Company)

on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) 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 \_\_\_\_\_ at \_\_\_\_\_  
(Date) (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, verbatim, the Commission's Telecommunications Application Form 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.

Carolyn S. Flahive 5.23.05  
\*(Signature and Title) (Date)

***\*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** (or to the Telecommunications Division Chief if a prefiling submittal)  
180 East Broad Street, Columbus, OH 43215-3793

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Minford	)	
Telephone Company For Approval of a Negotiated	)	
Agreement With Sprint Spectrum L.P. Pursuant to	)	Case No. 05-674-TP-NAG
Section 252 of the Telecommunications Act Of 1996	)	

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APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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Minford Telephone Company hereby files the attached agreement dated March 1, 2005 (“the Agreement”) between itself and Sprint Spectrum L.P. (“the Parties”) for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) (“the Act”). This filing is made pursuant to the Act. The Agreement has been arrived at through good faith negotiations between the Parties as contemplated by Section 252(a) of the Act.

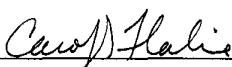
The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof “. . . discriminates against a telecommunications carrier not a party to the agreement” or “. . . implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.” The Agreement does not discriminate against other telecommunications carriers. The Agreement is in the public interest, convenience and necessity because it establishes the terms, rates, and conditions for the exchange of local traffic between the Parties’ networks.

Since the Agreement is the result of voluntary negotiations between the Parties, the Agreement is not subject to review under the standards set forth in Sections 252(b), 252(c) and 252(d) of the Act. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application.

WHEREFORE, Minford Telephone Company requests that the Commission approve the Agreement.

Respectfully submitted,

MINFORD TELEPHONE COMPANY

By:   
Thomas E. Lodge (0015741)  
Carolyn S. Flahive (0072404)  
THOMPSON HINE LLP  
10 West Broad Street  
Columbus, Ohio 43215-3435  
614-469-3200

Its Attorneys

**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC**  
**BETWEEN SPRINT PCS AND**  
**MINFORD TELEPHONE COMPANY**

This Agreement is made effective on the 1st day of March, 2005, ("Effective Date") between Minford Telephone Company ("ILEC"), an Ohio corporation located at P.O. Box 181, Minford, OH 45653 and Sprint Spectrum L.P., a Delaware limited partnership d/b/a Sprint PCS ("Sprint PCS"), with offices at 6200 Sprint Parkway Building 6, Overland Park, Kansas 66251 (each referred to as "Party" and collectively as "Parties").

ILEC is certified by the Public Utilities Commission of Ohio ("PUCO") to operate as a local exchange carrier in Ohio. Sprint PCS is authorized by the Federal Communications Commission to provide commercial mobile radio service to its end user customers in Ohio. ILEC and Sprint PCS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the Parties' customers ("Transport and Termination") and meet the requirements of Section 251(a)(b) and 252 of the Communications Act of 1934, as amended.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**SECTION 1. SCOPE OF AGREEMENT**

This Agreement establishes the terms, rates, and conditions for the exchange of Local Traffic, as defined below, between ILEC's network in Ohio and Sprint PCS' network.

Federal law shall define the designations "local" and "non-local." Local Traffic means, for the purpose of reciprocal compensation under this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, originates and terminates within the same Major Trading Area as defined in 47 CFR 51.701(b)(2). Local Traffic may be delivered to either Party using the facilities of a LEC Tandem Provider in lieu of a direct connection between the Parties. Non-Local Traffic means all traffic that is not Local Traffic. Terms, rates, and conditions for the transport and termination of Non-Local Traffic are not within the scope of this Agreement.

The traffic exchanged through an interexchange carrier ("IXC") is not covered under this Agreement.

**SECTION 2. TRAFFIC EXCHANGE**

The Point of Interconnection ("POI") shall be at the Verizon tandem CLLI PTMOOHXA51T or other local exchange telephone company access tandem ("LEC Tandem Provider"). Each Party shall be responsible for the cost of providing the trunks from its network to the POI. The originating Party agrees to pay any charges assessed by the LEC Tandem Provider.

ILEC operates under the OCN 0634. Sprint operates under the OCN of 6664 and 8568 in the state of Ohio.

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### **SECTION 3. BILLING AND PAYMENTS; LATE CHARGES**

For all Local Traffic transited over the network of the LEC Tandem Provider and terminated on the network of either ILEC or Sprint PCS, the Party originating the Local Traffic shall pay the Party terminating such Local Traffic \$.02 per minute ("Reciprocal Compensation").

Billing for Local Traffic shall be based on the aggregated measured usage less any Non-Local Traffic. If there is insufficient representative and verifiable data on the actual Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 0% Non-Local Traffic factor to the originated minutes of use as an estimate of the Non-Local Traffic being exchanged. As of the date of this Agreement, the Parties will assume that 100% of the traffic exchanged will be classified as Local Traffic.

ILEC will issue a monthly invoice to Sprint PCS. The monthly statement, will indicate, at a minimum, total minutes billed, the rates used to calculate the charges, and the total amount due. The invoice will include charges for no more than 180 days prior to the billing date. Sprint PCS shall pay ILEC for all charges properly listed on the invoice. Such payments are to be received within thirty (30) days from the date the invoice was received. Sprint PCS shall pay a late charge on the billed unpaid amounts that are greater than forty-five (45) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law.

For compensation and billing purposes, the Parties agree that the Local Traffic split is assumed to be a 70/30 ratio with 70% of the calls to be mobile to land traffic and 30% to be land to mobile traffic. The land to mobile traffic shall be calculated by dividing the mobile to land traffic minutes of use from the Traffic Distribution Report by 70% to determine 100% of the exchanged Local Traffic, and then subtracting the mobile to land traffic to arrive at the factored land to mobile traffic for which Sprint PCS is due Reciprocal Compensation. ILEC shall prepare an invoice reflecting the compensation owed by Sprint PCS after subtracting the compensation owed by ILEC to Sprint PCS. Either Party may request a traffic study to update the traffic ratio after the initial term and no more frequently than once every six months. Sprint PCS shall not invoice ILEC.

### **SECTION 4. USAGE REPORTS**

ILEC may create an invoice from its own billing system to measure and record Local Traffic originating from Sprint PCS and produce an invoice. In the alternative, ILEC may obtain a monthly traffic distribution report from the LEC Tandem Provider summarizing traffic originated by one Party and terminating to the other Party ("Tandem Reports"). The Tandem Reports or the billing system records authorized by this paragraph shall collectively be referred to as "Traffic Distribution Reports."

The Parties agree to accept these Traffic Distribution Reports as an accurate statement of Local Traffic exchanged between the Parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within three hundred sixty-five (365) days of receipt of the reports. Either Party may perform an audit of the other Party's network usage records or other records, including records of the LEC Tandem Provider, relevant to the subject matter of

this Agreement. The Parties agree that audits shall be performed no more than one (1) 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.

For any month in which a Traffic Distribution Report that had been historically available is not available within sixty (60) days, the Parties will determine the amount of originating and terminating Local Traffic by using an average of the three (3) previous months for which Traffic Distribution Reports were available. The historical average may be used by ILEC for invoicing Sprint PCS for termination of such Local Traffic. If at a later date it is determined that the Parties may more precisely determine the minutes of use ("MOU"), a bill adjustment shall be made reflecting the actual MOU.

#### **SECTION 5. BILLING DISPUTES**

The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to ILEC under this Agreement is subject to a dispute between the Parties, Sprint PCS shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give notice to ILEC of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. Sprint PCS shall pay when due all undisputed amounts to ILEC. If the Disputed Amount is resolved in favor of ILEC, Sprint PCS shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute.

#### **SECTION 6. INDEPENDENT CONTRACTOR RELATIONSHIP**

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 for, 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 7. INDEMNIFICATION**

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- 7.1 damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- 7.2 claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 8).

The Indemnified Party will notify the Indemnifying Party promptly and in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that that Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

If the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand or lawsuit.

Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

## **SECTION 8. LIMITATION OF LIABILITY**

No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

Except as otherwise provided in Section 11, no Party shall be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

Except as provided in Section 11, no Party shall be liable to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

#### **SECTION 9. LIABILITY**

Neither Party nor any of its 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.

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 10. DISPUTE RESOLUTION**

The Parties agree that should any dispute arise out of or relating to this Agreement that the Parties themselves cannot resolve, then either Party may proceed with any remedy available to it pursuant to law, equity or Public Utilities Commission of Ohio. If submitted to the Public Utilities Commission of Ohio, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

#### **SECTION 11. CONFIDENTIAL INFORMATION**

To the extent permitted by applicable law, all information that is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and the Recipient shall protect it as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

#### **SECTION 12. 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, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign this Agreement or any rights, and delegate its obligations, liabilities and duties 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; provided, that the assignee has and maintains in force the requisite licenses necessary to perform the obligations of the assignor under this Agreement.

#### **SECTION 13. TERM OF AGREEMENT**

This Agreement shall take effect as of the date first written above (the "Effective Date"), 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. In the event the Parties begin negotiations on a subsequent agreement, this Agreement shall continue in force and effect until such time as the successor agreement is in place, either as a result of negotiation or arbitration.

**SECTION 14. DEFAULT**

If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice terminate the Agreement or use the Dispute Resolution procedures defined in Section 10. The Party receiving written notice regarding the breach may correct the breach within the thirty-day (30) period, in which case the Agreement shall not terminate.

**SECTION 15. 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 16. GOVERNING LAW, FORUM AND VENUE**

This Agreement shall be governed by and construed in accordance with the Act and the Public Utility Commission of Ohio's and FCC's Rules and Regulations as amended, except insofar as Ohio state law may control any aspect of the Agreement, in which case the domestic laws of Ohio without regard to its conflict of laws principles, shall govern.

**SECTION 17. ENTIRE AGREEMENT**

This Agreement and the Exhibits and Attachments referenced herein constitute the entire Agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both Parties.

**SECTION 18. NOTICE**

All notices or other communications hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

Minford Telephone Company

Attn: Paula McGraw, General Manager  
P.O. Box 181  
Minford, OH 45653  
Telephone (740) 820-2151  
Facsimile (740) 820-2222  
[pmcgraw@falcon1.net](mailto:pmcgraw@falcon1.net)

With a copy to:

Carolyn S. Flahive  
Thompson Hine LLP  
10 West Broad Street  
Columbus, OH 43215  
Telephone (614) 469-3294  
Facsimile (614) 469-3361  
[Carolyn.Flahive@ThompsonHine.com](mailto:Carolyn.Flahive@ThompsonHine.com)

Sprint PCS  
Sprint PCS  
Attn: Legal and Regulatory  
Mailstop: KSOPHT0101-Z2060  
6391 Sprint Parkway  
Overland Park, KS 66251

With a copy to:  
Sprint  
Wholesale and Interconnection  
Management  
Mailstop: KSOPHN0116  
6450 Sprint Parkway  
Overland Park, KS 66251

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

The Parties shall ensure bills and payments reference the specific company name(s) for which traffic is being billed or paid.

#### **SECTION 19. AMENDMENTS**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

#### **SECTION 20. SEVERABILITY**

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of the Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

#### **SECTION 21. MISCELLANEOUS**

Nothing in this Agreement shall prohibit Sprint from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint license and spectrum. Traffic originating under such third party contracts and reseller agreements shall be treated as Sprint traffic subject to the terms, conditions, and rates of this Agreement and identified with either OCN 6664 or 8568.

The Parties agree that this Agreement will be filed with the PUCO. In the event the PUCO rejects this Agreement in whole or in part, the Parties agree to negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of the PUCO or a court in the exercise of its lawful jurisdiction.

ILEC asserts that it is entitled to a rural exemption as provided by 47 USC 251(f) ILEC does not waive any rights including, but not limited to, the rights afforded ILEC under 47 USC 251(f).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

**Minford Telephone Company**

Paula McGraw      5/18/05  
Signature                      Date

\_\_\_\_\_  
Paula McGraw, General Manager

**Sprint Spectrum L.P.**

W. Richard Morris      5/16/05  
Signature                      Date

W. Richard Morris, Vice President, External Affairs