

September 8, 2008

*Via Electronic Filing*

Reneé J. Jenkins, Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

RE: Application of Minford Telephone Company for Approval of a Negotiated Agreement with Cleveland Unlimited Inc. Pursuant to Section 252 of the Telecommunications Act of 1996; PUCO Case No. 08-1063-TP-NAG

Dear Ms. Jenkins:

Minford Telephone Company ("Minford") submits an Application for electronic filing in connection with the above-referenced matter.

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

Very truly yours,

/s/ Carolyn S. Flahive

Enclosures

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
for  
**ILECs Not Subject to Alternative Regulation**  
(Effective July 25, 2008)

In the Matter of the Application of Minford Telephone )  
Company for Approval of a Negotiated Agreement with )  
Cleveland Unlimited Inc. Pursuant to Section 252 of )  
the Telecommunications Act of 1996 )

Case No. 08-1063-TP-NAG

Name of Company Minford Telephone Company  
Address of Company P.O. Box 181; Minford, Ohio 45653  
Company Web Address \_\_\_\_\_  
Regulatory Contact Person(s) Carolyn S. Flahive Phone 614-469-3294 Fax 614-469-3361  
Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com  
Date 9/8/08 TRF Docket No. 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]

**NOTE:** This form must accompany:

- ✓ All automatic approval/notice applications filed by incumbent local exchange companies (ILECs) not subject to a qualifying alternative regulation plan when making an application pursuant to Case Nos. 84-944-TP-COI, 86-1144-TP-COI, 89-564-TP-COI, or 99-563-TP-COI.
- ✓ All non-automatic approval applications filed by incumbent local exchange companies (ILECs) not subject to a qualifying alternative regulation plan when making an application pursuant to Section 4909.18, Ohio Revised Code.

**I. Please indicate the reason for submitting this form (check one)**

**Retail Filings**

- 1 (AEC) Application For Approval Of A Customer Contract For Competitive Services  
 a. Stand-Alone Contract (90-day approval, 7 copies)  
 b. Pre-Approved Contract (0-day notice, 7 copies)
- 2 (ACO) ILEC Application for Change in Ownership Pursuant to 4905.402, Ohio Revised Code (30-day approval, 10 copies)
- 3 (ALI) Small, For-Profit, ILEC Application For A Limited Increase In Non-Basic Rates (60-day approval, 10 copies)
- 4 (ATA) Application For Tariff Amendment That Does Not Result In An Increase In Rates  
 a. Large ILEC, Competitive Offerings Other Than Those Listed Under 5., Below (60-day approval, 7 copies)  
 b. Small, for-profit ILECs (45-day approval, 10 copies) (Not-for-profit, see item 6, NFP, below)
- 5 (ZTA) Tariff Notification Not For An Increase In Rates Involving Message Toll, Toll-Free Service, 900 And 900-Like Services, 500 Service, Calling Card, Prepaid Calling Card, Private Line, and Speed Dialing In Accordance With Waiver Granted in 99-563-TP-COI (5/11/2000 and 11/21/2002) (0-day notice, 7 copies)  
**NOTE:** Notifications do not require or imply Commission Approval.
- 6 (NFP) Small, not-for-profit ILEC tariff amendment  
 a. Tariff Change Not Resulting In An Increase In Rates (0-day notice, 7 copies)  
 b. Tariff Application Resulting In An Increase In Non-Basic Rates (45-day notice, 7 copies)  
 c. Tariff Application Resulting In An Increase In Basic Rates (60-day notice, 10 copies)
- 7 (Non-Auto) All Others (non-automatic approval, indicate appropriate 3 letter code for case type in Case No. above)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES**

- 8 Introduction or Extension of Promotional Offering (10-day notice, 3 copies)
- 9 New Price List Rate Within an Approved Rate Range for Existing Competitive Service (0-day notice, 3 copies)

**Carrier to Carrier Filings**

- 10 (NAG) Negotiated Carrier-to-Carrier Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act (90-day approval, 7 copies)
- 11 (ARB) Request for Arbitration of a Carrier-to-Carrier Interconnection Agreement under Section 252 of the Telecommunications Act. (non-automatic, 2 copies)

**II. The following exhibits corresponding to the list of cases above, at a minimum, are required to be filed:**

<input type="checkbox"/>	3, 4, 5, 6, 7	Current Tariff Sheets (to be superseded), if applicable
<input type="checkbox"/>	3, 4, 5, 6, 7	Proposed Tariff Sheets
<input type="checkbox"/>	2, 3, 4, 5, 6, 7	Rationale or Explanation for Change
<input type="checkbox"/>	1.a., 4.a.	Justification for Competitive Treatment
<input type="checkbox"/>	1.a., 4.a.	Cost support for non-MTS service
<input type="checkbox"/>	2, 3, 4, 5, 6, 7, 9	Customer Notice to customers affected by proposal, and statement as to the form and timing of the notice
<input checked="" type="checkbox"/>	1, 10	Copy of Contract
<input type="checkbox"/>	11	Filing Requirements are specified in 4901:1-7-09(D) of the Ohio Administrative Code

**III. Applicant is filing this application under the regulatory requirements:**

- Established by the Commission in Case No. 89-564-TP-COI.
- Established in 4909.18 Ohio Revised Code.

**IV.** Applicant respectfully requests the Commission to permit the filing of the proposed tariff sheets, to become effective on the date shown on the proposed tariff sheets (which is a date no earlier than the day after the applicable automatic approval date), modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets.

Respectfully submitted,

MINFORD TELEPHONE COMPANY

By: /s/ Carolyn S. Flahive

Thomas E. Lodge (0015741)

Carolyn S. Flahive (0072404)

THOMPSON HINE LLP

41 South High Street, Suite 1700

Columbus, Ohio 43215-6101

Telephone: 614-469-3200

Facsimile: 614-469-3361

Its Attorneys

**VERIFICATION**

I verify that all of the information submitted herein, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

/s/ Carolyn S. Flahive 9/8/08

\*(Signature and Title)

(Date)

\*Verification is required for every filing, and need **not** be notarized except for Applications for a Limited Increase in Rates (ALIs). The verification may be signed by an officer of the applicant, its counsel, or an authorized agent of the applicant, except for ALIs. ALI applications must be signed by an officer of the company and be notarized.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

\_\_\_\_\_  
Notary Public, State of Ohio

My commission expires \_\_\_\_\_

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Minford Telephone            )  
Company for Approval of a Negotiated Agreement with            )  
Cleveland Unlimited Inc. Pursuant to Section 252                )     Case No. 08-1063-TP-NAG  
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 (“Minford”) hereby files the attached agreement dated August 1, 2008 (“the Agreement”) between Minford and Cleveland Unlimited Inc. (“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”). 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 sets forth the terms, rates, and conditions for the exchange and reciprocal compensation of Local Traffic as defined and set forth in the Agreement.

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: /s/ Carolyn S. Flahive

Thomas E. Lodge (0015741)

Carolyn S. Flahive (0072404)

THOMPSON HINE LLP

10 West Broad Street

Columbus, Ohio 43215-3435

Telephone: 614-469-3200

Fax: 614-469-3361

Its Attorneys

**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC  
BETWEEN MINFORD TELEPHONE COMPANY AND  
CLEVELAND UNLIMITED INC.**

This Agreement is made effective on the 1st day of August, 2008, ("Effective Date") between Minford Telephone Company ("ILEC"), an Ohio corporation located at P.O. Box 181, Minford, OH 45653 and Cleveland Unlimited Inc., a Delaware corporation d/b/a Revol ("Revol"), with offices at 7165 East Pleasant Valley Road, Independence, Ohio 44131 (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. Revol is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service to its end user customers and roamers in Ohio. ILEC and Revol desire to interconnect on an indirect basis for the purpose of exchanging traffic ("Transport and Termination") and meeting the requirements of Section 251(a)(b) and 252 of the Communications Act of 1934, as amended (the "Act").

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 and Revol's 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 shall be solely responsible for any charges assessed by the LEC Tandem Provider to carry the call.

ILEC operates under the OCN 0634. Revol operates under the OCN of 8711 in the state of Ohio.

### **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 Revol, the Party originating the Local Traffic shall pay the Party terminating such Local Traffic a rate of \$.02 per minute ("Reciprocal Compensation").

Revol agrees to process and record actual call detail records each month and create a Billing Summary for use by both Parties (the "Billing Summary") to determine the Reciprocal Compensation due. Based on the data provided in the Billing Summary, Revol will subtract the amount owed by ILEC for terminating traffic on Revol's network from the amount Revol owes to ILEC for Revol traffic terminating on ILEC's network. Revol shall provide the Billing Summary with payment or invoice of amount due to ILEC no later than the thirtieth (30<sup>th</sup>) day of the month for traffic exchanged the preceding month.

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 Billing Summary, 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.

The Billing Summary will indicate, at a minimum, total minutes billed, the rates used to calculate the charges, and the total amount due. Owing Party shall pay a late charge on any amounts due that remain unpaid for more than thirty (30) days after the Billing Summary reflecting the amount to be paid was issued. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law.

### **SECTION 4. AUDITS**

The Parties agree to accept the Billing Summary as an accurate statement of Local Traffic exchanged between the Parties, subject to ILEC's right to audit the reports. ILEC's right to audit shall be waived if not exercised within three hundred sixty-five (365) days of receipt of the reports. ILEC agrees that audits shall be performed no more than one (1) time per calendar year unless the previous audit revealed material error. ILEC shall bear the expense of any audit it requests. Any such audit shall be conducted by ILEC or an independent auditor and shall be conducted on the premises of Revol during normal business hours.

### **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, the disputing party shall, within sixty (60) days of the issuance of the Billing Summary containing such disputed amount, give notice to the other party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. Revol shall pay when due all undisputed amounts to ILEC. If the Disputed Amount is resolved in favor of ILEC, Revol 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 the rules of the PUCO. If submitted to the PUCO, the Parties agree to seek expedited resolution, 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 Act and the rules and regulations of the FCC, 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 commence on the Effective Date and have an initial term of one (1) year. 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. At any time after expiration of the initial term, either Party may make a written request to renegotiate the Agreement. Upon such request, the Parties shall commence good faith negotiations. 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. If the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the request to renegotiate, either Party may petition the Commission to establish appropriate terms, conditions, and rates for the subsequent agreement pursuant to arbitration.

#### **SECTION 14. DEFAULT**

If either 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 rules and regulations of the PUCO and the FCC, 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 constitutes the entire Agreement between the Parties, and supersedes 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

With a copy to:

Carolyn S. Flahive  
Thompson Hine LLP  
41 South High Street  
Columbus, OH 43215-6101  
Telephone (614) 469-3294  
Facsimile (614) 469-3361  
Carolyn.Flahive@ThompsonHine.com

Cleveland Unlimited Inc.

Attn: Keith D. Morris, Manager – Fixed  
Network Engineering  
Cleveland Unlimited Inc.  
7165 East Pleasant Valley Road  
Independence, OH 44131  
Telephone (216) 573-7020  
keith.m@revol.us

With a copy to:

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**

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) and pursuant to PUCO Case No. 06-0885-TP-UNC. By voluntarily entering into this Agreement, ILEC does not waive any rights including, but not limited to, the rights afforded ILEC under 47 USC 251(f).

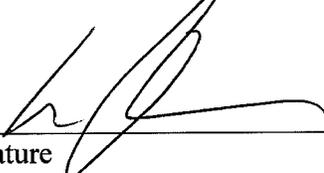
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

**Minford Telephone Company**

  
\_\_\_\_\_  
Signature Date

Paula McGraw, General Manager

**Cleveland Unlimited Inc.**

  
\_\_\_\_\_  
Signature Date

Bill Jarvis, CEO/President

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/8/2008 3:03:24 PM**

**in**

**Case No(s). 08-1063-TP-NAG**

Summary: Agreement Application of Minford Telephone Company for Approval of a Negotiated Agreement with Cleveland Unlimited Inc. Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Carolyn S Flahive on behalf of The Minford Telephone Company