

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
for
ILECs Not Subject to Alternative Regulation
(Effective November 14, 2008)

In the Matter of the Application of Minford Telephone Company) TRF Docket No. **90-** -TP-TRF
for Approval of a Negotiated Agreement with West Virginia) Case No. 10 - 516 -TP - NAG
PCS Alliance, L.C., d/b/a NTELOS Pursuant to Section 252 of)
the Telecommunications Act of 1996)

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

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 _____

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:

- 1) Not-For-Profit companies must use the NFP application Form (See 05-1303-TP-COI (No not use this App Form).
- 2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901.
- 3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- 4) 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 (pursuant to 84-944-TP-COI & 86-1144-TP-COI)
☐ 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 - Retail Tariff - That Does Not Result In An Increase In Rates
Small, for-profit ILECs (45-day approval, 10 copies)
- ☐ 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 (Non-Auto) All Others (non-automatic approval, indicate appropriate 3 letter code for case type in Case No. above)

Carrier to Carrier Filings

- ☐ 7 (ATA) Application For Tariff Amendment - Access Tariff Applications pursuant to Rule 4901:1-7-14(B) of O.A.C. (30-day approval)
- ✓ 8 (NAG) Negotiated Carrier-to-Carrier Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act (90-day approval) & Rule 4901:1-7 of O.A.C
- ☐ 9 (ARB) Request for Arbitration of a Carrier-to-Carrier Interconnection Agreement under Section 252 of the Telecommunications Act. (non-automatic) & Rule 4901:1-7 of O.A.C

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	Justification for Competitive Treatment
<input type="checkbox"/>	2, 3, 4, 5, 6, 7	Customer Notice to customers affected by proposal, and statement as to the form and timing of the notice
<input checked="" type="checkbox"/>	1, 8	Copy of Contract
<input type="checkbox"/>	9	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, OH 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

*(Signature and Title)

4/16/10

(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)	
West Virginia PCS Alliance, L.C., d/b/a NTELOS)	
Pursuant to Section 252 of the Telecommunications)	Case No. 10- 516 -TP-NAG
Act Of 1996)	

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

Minford Telephone Company ("Minford") hereby files the attached agreement, dated April 19, 2010 ("the Agreement") between Minford and West Virginia PCS Alliance, L.C., d/b/a NTELOS ("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 establishes the terms, rates, and conditions for the exchange 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

41 South High Street

Suite 1700

Columbus, Ohio 43215-6101

Telephone: 614-469-3200

Fax: 614-469-3361

Its Attorneys

AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
BETWEEN MINFORD TELEPHONE COMPANY AND
WEST VIRGINIA PCS ALLIANCE, L.C. d/b/a NTELOS

This Agreement is made effective on the 19th day of April 2010, ("Effective Date") between Minford Telephone Company ("ILEC"), an Ohio corporation located at P.O. Box 181, Minford, OH 45653 and West Virginia PCS Alliance, L.C. d/b/a NTELOS ("NTELOS"), a Virginia limited liability company, with its corporate offices located at 401 Spring Lane, Suite 300, Waynesboro VA 22980 (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. NTELOS is authorized by the Federal Communications Commission to provide commercial mobile radio service to its end user customers in Ohio. ILEC and NTELOS 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 NTELOS' 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 CLI 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. NTELOS operates under the OCN of 6822 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 NTELOS, 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 NTELOS. 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. NTELOS 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. NTELOS 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 NTELOS is due Reciprocal Compensation. ILEC shall prepare an invoice reflecting the compensation owed by NTELOS after subtracting the compensation owed by ILEC to NTELOS. 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. NTELOS shall not invoice ILEC. Traffic exchanged prior to the effective date of this agreement is not subject to compensation by either party.

Invoices to NTELOS should be sent to:

NTELOS
Attn: Amber Benson
1154 Shenandoah Village Dr
Waynesboro, VA 22980
Telephone (540) 946-8659
Email bensona@ntelos.com

SECTION 4. USAGE REPORTS

ILEC may create an invoice from its own billing system to measure and record Local Traffic originating from NTELOS 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 NTELOS 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, NTELOS 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. NTELOS shall pay when due all undisputed amounts to ILEC. If the Disputed Amount is resolved in favor of ILEC, NTELOS shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. If the Disputed Amount is resolved in favor of NTELOS, ILEC shall apply appropriate credit to the affected invoice(s).

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

With a copy to:

Carolyn S. Flahive
Thompson Hine LLP
41 South High Street
Suite 1700
Columbus, OH 43215-6101
Telephone (614) 469-3294
Facsimile (614) 469-3361
Carolyn.Flahive@ThompsonHine.com

NTELOS:

With a copy to:

NTELOS

Attn: Clark Brule
Director- Carrier Relations & Wrls Admn
1150 Shenandoah Village Dr
Waynesboro, VA 22980
Telephone (540) 946-1853
Facsimile (540) 932-2210

NTELOS

Attn: President- Wireless
401 Spring Lane, Suite 300
Waynesboro, VA 22980
Telephone (540) 946-3500
Facsimile (540) 946-3595

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 NTELOS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the NTELOS license and spectrum. Traffic originating under such third party contracts and reseller agreements shall be treated as NTELOS traffic subject to the terms, conditions, and rates of this Agreement and identified with OCN6822

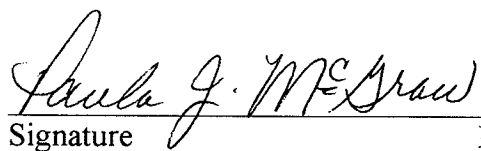
The Parties agree that this Agreement will be filed with the PUCO. In the event the PUCO rejects this Agreement in whole or in part, the Parties agree to negotiate in good faith to

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 as determined by the PUCO in Case No. 06-885-TP-UNC (Finding and Order, November 21, 2006). ILEC does not waive any rights including, but not limited to, the rights afforded ILEC under 47 USC 251(f).

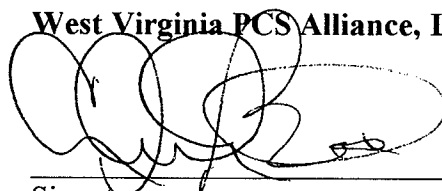
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Minford Telephone Company

 04/15/2010
Signature Date

Paula McGraw, General Manager

West Virginia PCS Alliance, L.C. d/b/a NTELOS

 4/12/10
Signature Date

Clark Brule, Director- Carrier Relations and Wireless Administration

643105.1

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/16/2010 3:06:30 PM

in

Case No(s). 10-0516-TP-NAG

Summary: Application -for approval of a negotiated agreement electronically filed by Carolyn S Flahive on behalf of The Minford Telephone Company