

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Minford Telephone Company for Approval of an Amendment to the Agreement for Transport and Termination of Local Traffic with Cleveland Unlimited Inc.)))))	TRF Docket No. 12-2546-TP-NAG Case No. NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.
--	-----------------------	---

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) Sarah Chambers Phone 614-469-3251 Fax 614-469-3361

Regulatory Contact Person's Email Address Sarah.Chambers@ThompsonHine.com

Contact Person for Annual Report Paula McGraw, General Manager Phone 740-820-2151

Address (if different from above) _____

Consumer Contact Information Paula McGraw, General Manager Phone 740-820-2151

Address (if different from above) _____

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

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

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (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) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Minford Telephone Company, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (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, Sarah Chambers, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Sarah Chambers, Esq. (Date) September 17, 2012
*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
180 East Broad Street, Columbus, OH 43215-3793
Or**

Make such filing electronically as directed in Case No 06-900-AU-WVR

In the Matter of the Application of Minford)
Telephone Company for Approval of an Amendment to the) Case No. 12-2546-TP-NAG
Agreement for Transport and Termination of Local Traffic)
with Cleveland Unlimited Inc.)
with Sprint Spectrum L.P.

Minford Telephone Company (“Minford”) hereby files the attached Amendment to the Agreement for Transport and Termination of Local Traffic that is dated August 1, 2008, between Minford Telephone Company and Cleveland Unlimited Inc. (the “Agreement”) 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 Amendment has been arrived at through good faith negotiations between the Parties as contemplated by Section 252(a) of the Act.

The Agreement was approved by the Commission in Case No. 08-1063-TP-NAG.

Minford requests that the Commission approve the Amendment.

MINFORD TELEPHONE COMPANY

Sarah Chambers (0082285)
THOMPSON HINE LLP
41 South High Street
Suite 1700
Columbus, Ohio 43215-6101
Telephone: 614-469-3200
Fax: 614-469-3361
Its Attorney

**AMENDMENT TO THE AGREEMENT FOR TRANSPORT AND TERMINATION OF
LOCAL TRAFFIC**

BY AND BETWEEN

THE MINFORD TELEPHONE COMPANY

AND

CLEVELAND UNLIMITED INC.

This Amendment ("Amendment") to the Agreement for Transport and Termination of Local Traffic ("Agreement") is entered by and between Cleveland Unlimited Inc., a Delaware corporation d/b/a Revol ("Revol") and The Minford Telephone Company ("Carrier"). Revol and Carrier are further referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Carrier and Revol are parties to the Agreement under Sections 251 and 252 of the Act which was effective August 1, 2008; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011¹; and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

AMENDMENT TO THE AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, all terms used in this Amendment shall have the meanings ascribed to such terms in the Agreement; and all references hereafter made to the Agreement shall include the amendments and modifications effected pursuant to the terms of this Amendment.

¹ *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Inter-carrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rel. Dec 23, 2011).

3. Effective Date. This Amendment shall be effective as of the earlier of (a) the date on which this Amendment is signed by both Parties, or (b) September 1, 2012 (the "Effective Date).
4. Amendment. Notwithstanding any other provision of the Agreement, beginning on the Effective Date, compensation for the exchange of traffic between the Parties will be bill and keep, which means that neither Party shall charge the other for the transport and termination of the other's traffic.
5. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provision of the Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.
6. Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the Term of the Agreement. The dates shown in Section 4 above are not intended to modify the Term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.
7. Amendments. This Amendment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
8. Successors and Assigns. This Amendment shall be binding on the Parties and their respective successors and assigns.
9. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Ohio without reference to conflict of law provisions.
10. PUCO. The Parties agree that this Amendment will be filed with the Commission. In the event the Commission rejects this Amendment 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 Commission or a court in the exercise of its lawful jurisdiction.
11. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the dates set forth below.

Cleveland Unlimited Inc.	The Minford Telephone Company
By: <u>David L. Zelka</u>	By: _____
Printed: DAVID L. ZELKA	Printed: Paula McGraw
Title: CTO	Title: General Manager
Date: <u>Sept 5, 2012</u>	Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the dates set forth below.

Cleveland Unlimited Inc.	The Minford Telephone Company
By: _____	By: <u>Paula McGraw</u>
Printed: _____	Printed: Paula McGraw
Title: _____	Title: General Manager
Date: _____	Date: <u>9-12-12</u>

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/17/2012 3:54:53 PM

in

Case No(s). 12-2546-TP-NAG

Summary: Agreement electronically filed by Ms. Sarah Chambers on behalf of Minford Telephone Company