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Rebecca J. Donahue  
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July 12, 1999

Ms. Daisy Crockron  
Chief of Docketing  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Re: PUCO Case No. 99-287-TP-PEX

Dear Ms. Crockron:

Attached for filing is an original and seven copies of the signed Stipulation and Agreement for the above referenced case between United Telephone Company of Ohio d/b/a Sprint and Mr. Daniel C. Cook.

Sincerely,

*Becky Donahue*  
Becky Donahue  
Docket Manager

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 *Joan Schupke* Date Processed *7-13-99*

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Petition of Daniel C. )  
Cook and Numerous Other Subscribers of )  
the Greene Exchange of United Telephone )  
Company of Ohio, )  
Complainants, )  
v. )  
United Telephone Company of Ohio, )  
Respondent, )  
Relative to a Request for Two-Way, Non- )  
optional Extended Area Service Between the )  
Greene and Kinsman Exchanges of United )  
Telephone Company of Ohio. )

Case No. 99-287-TP-PEX

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**STIPULATION AND AGREEMENT**

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This Stipulation and Agreement ("Stipulation") is entered into by and between the Complainants in this proceeding ("Complainants") and United Telephone Company of Ohio d/b/a Sprint ("Sprint"). The purpose of this Stipulation is to stipulate the community of interest between the Greene Exchange of Sprint and the Kinsman Exchange of Sprint thereby avoiding the need for a public hearing on the issue. While the parties recognize that no stipulation shall be considered binding on the Commission, the parties intend and request that the Commission carefully consider and accept this Stipulation and Agreement.

## STIPULATIONS

In furtherance of the purposes described above, the parties stipulate to the following matters as true statements of fact:

1. That Sprint provides local exchange service to the Greene Exchange.
2. That Sprint provides local exchange service to the Kinsman Exchange.
3. Complainants are residents and subscribers of the Greene Exchange.
4. The Greene Exchange is situated in the Youngstown LATA, and the Kinsman Exchange is also located within the Youngstown LATA.
5. Telephone services available between the Greene Exchange and the Kinsman Exchange have been described in the information response submitted by Sprint in this case, and the information reflected in such information response is true and correct.
6. The Greene Exchange and the Kinsman Exchange share a community of interest as exhibited by the following data:
  - A. As disclosed in the Information Response of Sprint the calling statistics from Greene to Kinsman are 3.30 calls per access line for the month of March 1999. For Kinsman to Greene, the calling rates are not available at this time.
  - B. As disclosed at the settlement conference of June 9 applicable to the Greene Exchange and Kinsman Exchange, of which the parties request the Commission to take administrative notice, various services, products and activities required to meet the day-to-day needs of Greene subscribers are located in the Kinsman Exchange, most notably employment, pharmacy, library, shopping, social, and school activities.
  - C. Although Greene subscribers may call the Warren exchange to obtain many goods and services (not, however, including any matters related to schools), the Kinsman exchange is far more accessible geographically. Furthermore, all students in the Greene exchange attend public schools located in the Kinsman exchange.
7. To establish two-way, measured-rate extended area service between Greene and Kinsman would not require exceptionally heavy investments in facilities or exceptionally high costs.

8. Spokesperson for the Complainants, Daniel C. Cook, represents that he has the authority to act on behalf of Complainants in the execution of this Stipulation, and to make the agreements recited in this Stipulation.

#### AGREEMENTS

In furtherance of the purposes described above and in view of the facts as stipulated, the parties agree as follows:


1. The parties to this Stipulation and Agreement acknowledge that they are waiving their rights to a public hearing on the issues contained herein.
2. Promptly upon the execution of this Stipulation and Agreement by all parties, the same will be filed with the Commission. Thereafter, the Complainants and Sprint will take reasonable steps, including, but not limited to, the development and submission of such other data as the Commission may request to facilitate the issuance by the Commission of an Order to resolve this matter.
3. This Stipulation and Agreement is submitted solely for the purpose of compromise in this proceeding, and nothing in this Stipulation and Agreement is intended to or shall be construed to bind Complainants or Sprint in any other proceeding before any tribunal or agency, including, but not limited to, any other proceeding before the Commission involving extended area service that may be permitted under Commission rules and regulations.

SO STIPULATED AND AGREED by the undersigned parties on the dates  
appearing at their respective signatures.

SPRINT

By Joseph R. Stewart Date 7-12-99  
Joseph R. Stewart (Ohio Reg. No. 0028763)  
Trial Attorney for United Telephone Company of Ohio d/b/a Sprint  
50 W. Broad Street, Suite 3600  
Columbus, OH 43215  
Phone: (614) 220-8625  
Facsimile: (614) 224-3902


COMPLAINANTS

By  Date 6/27/99

Daniel C. Cook  
For and on behalf of himself and numerous subscribers of the Greene Exchange,  
Complainants  
2177 Gardner Barclay Rd NE  
North Bloomfield, OH 44450

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Stipulation and Agreement has been served on the following parties of record by US Mail this 12<sup>th</sup> day of July 1999.

  
\_\_\_\_\_  
Rebecca J. Donahue

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