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PUCO

October 31, 2000

Via Hand Delivery

00-2113-TP-NAG

Ms. Daisy Crockron
Chief of Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

3013
~~00-1313-TP-NAG~~

Re: In the Matter of Oakwood Telephone Company for Approval of a
Negotiated Agreement with Sprint Spectrum, L.P.

Dear Ms. Crockron:

Enclosed for filing is an original and fifteen (15) copies of an Application for a
Negotiated Interconnection Agreement Between Carriers, to be filed in connection with the
above-referenced matter.

Thank you for your assistance. If you have any questions, please feel free to call.

Very truly yours,

Thomas E. Lodge

Thomas E. Lodge
Attorney for Oakwood Telephone Company

cc: Carolyn Flahive

Enclosures

This is to certify that the images appearing are an
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BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

RECEIVED-DOCKETING DIV

00 OCT 31 PM 12:14

PUCO
2/13In the Matter of the Application of Oakwood Telephone Company)
for Approval of a Negotiated Agreement with Sprint Spectrum, L.P.)Case No. 00 1313 -TP-NAGName of Registrant(s) Oakwood Telephone Company (See next page for second registrant)Address of Registrant(s) 229 N. First Street, P.O. Box 278, Oakwood, Ohio 45873-0278Contact Person(s) Linda Lowrance (Phone - (865) 671-4758; Fax -)

Date _____ TRF Docket No. _____ -TP-TRF

Motion for protective order included with filing? ☐ Yes, ☒ NoRequest for waiver(s) included with filing? ☐ Yes, ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VI.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is 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. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☐ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
☐ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
d. ☐ Withdrawal of Service (30-day approval, 10 copies)
e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☒ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 15 copies)

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

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

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

July 15, 1997

Page 1 of 3

SECOND REGISTRANT

Sprint Spectrum, L.P.
4900 Main, 11th Floor
Kansas City, MO 64112

Mr. Jeff Pfaff, Esq.
Sprint PCS Legal Department
Phone (816) 559-1912
Fax (816) 559-2591

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming 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. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ 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. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1 -2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1 -2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases **must** be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ 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 business; residence; or both. Also indicate whether it is a switched or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☐ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve **within 24 months** of obtaining authorization. (1,3)
- ☐ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
 - ☐ **If Mirroring ILEC** exchanges for both serving area and local calling areas: * **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. * **Local calling areas** 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.
 - ☐ **If Self-defining** serving area and/or local calling area as an area other than that of the established ILEC exchange(s): * **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. * **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined **serving and 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.
- ☐ Other information requested by the Commission staff.

- 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 providers:

- ☒ Sales tax
☒ Deposits
☒ Disconnection of Service
☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
☐ Emergency Services Calling Plan
☐ Alternative Operator Service (AOS) requirements
☐ Limitation of Liability Language
☐ Termination Liability Language
☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
☐ Resale of Service [Required for facilities-based NECs]
☐ Local Number Portability [Required for facilities-based]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/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.

- V. 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:

VERIFICATION

I, Thomas E. Lodge, Esquire, verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective July 15, 1997 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.

Thomas E. Lodge 10/30/00
(Signature)* (Date)

- * A 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 Registration 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

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - OHIO

This Agreement made on the 1st day of September, 2000, between the TDS TELECOMMUNICATIONS CORPORATION subsidiaries or affiliates identified on Appendix A attached hereto and made a part hereof (collectively, "TDS TELECOM"), and Sprint Spectrum L.P., a Delaware limited partnership, as agent for SprintCom, Inc. a Kansas corporation, d/b/a Sprint PCS, with offices at 4900 Main, Kansas City, Missouri 64112 ("SPRINT PCS").

The TDS TELECOM companies are local exchange carriers in Ohio. SPRINT PCS is a commercial mobile radio service carrier operating in Ohio. TDS TELECOM and SPRINT PCS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between SPRINT PCS's network in Ohio and TDS TELECOM's network in Ohio. The exchange of non-local traffic between other portions of TDS TELECOM's network and SPRINT PCS's network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on any undisputed charges that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither

party shall bill the other for traffic that is more than one hundred and eighty (180) days old, with the exception of traffic that pre-dates the effective date of this Agreement.

SECTION III INDEPENDENT CONTRACTORS

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 of, 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 IV LIABILITY

A.

Neither party nor any of their 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.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

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 V Intentionally left blank.

SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, 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.

SECTION VII
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 VIII
GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Ohio. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Ohio.

SECTION IX
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION X
NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of SPRINT PCS to:

Business Name: Sprint PCS
Mailing Address: Mailstop: MOKCMM1101
Shipping Address: 4900 Main
City/State/Zip Code: Kansas City, MO 64112
Attention: Legal Regulatory Department

With a copy to: Sprint PCS
Director National Network Engineering
Mailstop: KSOPAM0101
11880 College Blvd.
Overland Park, KS 66210

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P.O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)
Attention: Linda Lowrance
Contact Phone Number: (865) 671-4758

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P.O. Box 88
City/State/Zip Code: Roachdale, IN 46172-0088
Attention: Accounting Center

In the case of Sprint PCS to:

Business Name: Sprint PCS
Mailing Address: P.O. Box 6827
City/State/Zip Code: Leawood, KS 66206-0827
Attention: Access Verification

and to such other location as the receiving party may direct in writing.

SPRINT PCS shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XI
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM may be entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

By: **TDS TELECOMMUNICATIONS Corporation (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)**

 10/13/00

Signature Date

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

By: **Sprint Spectrum, L.P.**

 9/24/00

Signature Date

Printed name and title:

~~Keith Paglusch~~ DENNIS HUBER

Sr. Vice President - Operations

Signature Page to Wireless Interconnection Agreement between TDS
TELECOMMUNICATIONS Corporation (Ohio Cos.) and ("SPRINT PCS") dated this
13th day of Oct, 2000 relating to the exchange of Local Traffic.

APPENDIX A
Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>SPRINT PCS and TDS TELECOM:</u>	<u>\$/MOU</u>	<u>OCN</u>
Arcadia Telephone Company	0.014561	0585
Continental Telephone Company	0.012645	0607
Little Miami Communications Corporation	0.015298	0613
Oakwood Telephone Company	0.017825	0645
The Vanlue Mutual Telephone Company	0.015151	0662

TDS TELECOM will obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by SPRINT PCS and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing SPRINT PCS for traffic terminating to TDS TELECOM. The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties.

SPRINT PCS elects to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits will be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

Transport and termination of non-local traffic will be billed per applicable access tariff.