### FILE

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 01/18/2008)

In the Matter of the Application of AT&T Ohio		)	TRF Docket No. 90-	_		
for the Review and Approval of an Agreement A		j –	Case No. 08 - 0429			
Pursuant to Section 252 of the Telecommunicat. Act of 1996.		) )		reserved a Case # or are	fili <b>ng a C</b> o	ntract,
Name of Registrant(s) The Ohio Bell Telephor DBA(s) of Registrant(s) AT&T Ohio Address of Registrant(s) 150 E. Gay St., Room		ous, Ohio 4	3215			
Company Web Address www.att.com						
Regulatory Contact Person(s) Jon F. Kelly			Phone 614-223-7928 Fax 614-223-5955			5
Regulatory Contact Person's Email Address jk2916@att.com						
Contact Person for Annual Report Michael R. Schaedler				Phone 21	6-822-8	307
Address (if different from above) 45 Erieview		1600, Clev	eland, Ohio 44114			
Consumer Contact Information Kathy Gentile-				Phone 21	6-822-2	395
Address (if different from above) 45 Erieview			eland, Ohio 44114			
Motion for protective order included with filing						
Motion for waiver(s) filed affecting this case?	☐ Yes ■ N	lo [Note:	Waivers may toll any a	automatic timeframe.]		
<ul> <li>Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.</li> <li>NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.</li> <li>(2) 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.</li> </ul>						
Carrier Type   Other (explain below)		EC	CLEC	☐ CTS		NOS/IOS
Tier 1 Regulatory Treatment						
Change Rates within approved Range	TRF <u>1-</u> (0 day Notice		☐ TRF <u>1-6-04(B)</u> (0 day Notice)			
New Service, expanded local calling	☐ ZTA <u>1-</u>		ZTA <u>1-6-04(B)</u>			
area, correction of textual error	(0 day Notice		(0 day Notice)			
Change Terms and Conditions,	☐ ATA <u>1-</u>		☐ ATA <u>1-6-04(B)</u>			
Introduce non-recurring service charges	(Auto 30 days		(Auto 30 days)			
Introduce or Increase Late Payment or	☐ ATA <u>1-</u>		ATA <u>1-6-04(B)</u>			20
Returned Check Charge	(Auto 30 days	··	(Auto 30 days)		<u> </u>	_3
Business Contract	CTR <u>1-</u> (0 day Notice	}	☐ CTR <u>1-6-17</u> (0 day Notice)		טד	APR
Withdrawal	ATW 1. (Non-Auto)	-6-12(A)	☐ ATW <u>1-6-12(A)</u> (Auto 30 days)			? - 2
Raise the Ceiling of a Rate	Not App	licable	SLF <u>1-6-04(B)</u> (Auto 30 days)			P C
Tier 2 Regulatory Treatment						
Residential - Introduce non-recurring service charges	TRF 1-	6- <i>05(E)</i>	☐ TRF <u>1-6-05(E)</u> (0 day Notice)			142
Residential - Introduce New Tariffed Tier	☐ TRF <u>1-</u>		TRF 1-6-05(C)	TRF 1-6-05(C)	1	
2 Service(s)	(0 day Notice	)	(0 day Notice)	(0 day Notice)		
Residential - Change Rates, Terms and	☐ TRF <u>1-</u>		TRF <u>1-6-05(E)</u>	☐ TRF <u>1-6-05(E)</u>	I	
Conditions, Promotions, or Withdrawal	(0 day Notice		(0 day Notice)	(0 day Notice)		
Residential - Tier 2 Service Contracts	CTR <u>1-</u> (0 day Notice		☐ CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	<u> </u>	
Commercial (Business) Contracts	Not Filed		Not Filed	Not Filed		
Business Services (see "Other" below)	Detariffed		Detariffed	Detariffed	<u> </u>	
Residential & Business Toll Services ce (see "Other" below)	Peteriffed	t the	hetelfopearin	gD <b>eineifech</b>		
accurate and	complete	reprod	uction of a ca lar course of )	Musliness.	<del>. •</del>	1
Codment dell	ו אוב אידעייי	THE TERM	Y* /			

\_Date Processed\_ 4/2/08

### Section I - Part II - Certificate Status and Procedural

**Certificate Status** 

Certification (See Supplemental ACE form)

Abandon all Services - With Customers

Add Exchanges to Certificate

Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	∐ ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u> (Auto 30 days)	ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	☐ AMT <u>1-6-14(B)</u> (Auto 30 days)	☐ AMT <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	☐ ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	☐ CÎO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR 1-6-14(B) (Auto 30 days)	ATR <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)
Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other				
Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	■ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	☐ ARB <u>1-7-09</u> (Non-Auto)	☐ ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC <u>1-7-05</u> (Non-Auto)	-	
<b>CMRS Providers</b> See <u>4901:1-6-15</u>	RCC [Registration & Change in Operations] (0 day)    NAG [Interconnection Agreement or Amendment] (Auto 90 days)			
Other* (explain)				
*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing				

ILEC

☐ ATA 1-6-09(C)

☐ ABN <u>1-6-11(A)</u>

(Auto 30 days)

(Non-Auto)

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the

business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day

Commission's Web Page for a complete list of exhibits.

TRF filings, and briefly described in the "Other" section above.

Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	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).

AOS/IOS

ABN <u>1-6-11(B)</u>

☐ ACE <u>1-6-10</u>

(Auto 30 days)

(Auto 14 day)

CTS

**Exchange Listing Form** 

■ ABN <u>1-6-11(B)</u>

CLECs must attach a current CLEC

ACE 1-6-10

(Auto 30 days)

(Auto 14 day)

CLEC

AAC 1-6-10(F)

☐ ABN <u>1-6-11(A)</u>

☐ ACE <u>1-6-10</u>

(Auto 30 days)

(0 day Notice)

(Auto 90 day)

### **AFFIDAVIT**

### Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, (Name)	, and am authoriz	, and am authorized to make this statement on its behalf.			
I attest that these tariffs comply with all applicable rules, 4901:1-5 OAC for the state of Ohio. I understand that tarirules, including the Minimum Telephone Service Standards, our tariff. We will fully comply with the rules of the state of the suspension of our certificate to operate within the state of	ff notification filings do not imply Commission as modified and clarified from time to time, sure of Ohio and understand that noncompliance compliance com	on approval and that the Commission's approved any contradictory provisions in			
I declare under penalty of perjury that the foregoing is true as	nd correct.				
Executed on (Date) at (Location)	_				
	*(Signature and Title)	(Date)			
<ul> <li>This affidavit is required for every tariff-affecting filing, applicant.</li> </ul>	It may be signed by counsel or an officer of the app	olicant, or an authorized agent of the			
	VERIFICATION				
I, Jon F. Kelly, verify that I have utilized the Telecommunications Application Forr here, and all additional information submitted in connection with this *(Signature and Title)	is case, is true and correct to the best of my knowled  - General Attorney	ge. (Date) April 2, 2008			
*Verification is required for every filing. It may be signed by counse	el or an officer of the applicant, or an authorized ag	ent 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

### BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application	)	
For Approval Of An Agreement Amendm	ent )	
Between AT&T Ohio and	)	Case No. 08-0429-TP-NAG
Expedient Carrier Services LLC	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

### APPLICATION FOR APPROVAL OF AN AGREEMENT AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

AT&T Ohio<sup>1</sup> hereby files the attached Seventh Amendment dated March 31, 2008 ("the Amendment") to the agreement between AT&T Ohio and Expedient Carrier Services LLC, dated January 12, 2005 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment addresses certain of AT&T Ohio's services that will be detariffed.

The Agreement was approved by the Commission on April 28, 2005 in Case No. 05-0106-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

<sup>&</sup>lt;sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T OHIO

By:

Jon F. Kelly

AT&T Services, Inc. 150 E. Gay St., Rm. 4-C Columbus, OH 43215

(614) 223-7928

Its Attorney

### RETAIL TARIFF AMENDMENT

TO

# INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE TELECOMMUNICATIONS SECTION OF 1996 BETWEEN

### THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO AND

### EXPEDIENT CARRIER SERVICES. LLC

This is a Retail Tariff Amendment (the "Amendment") to the Interconnection Agreement, including, without limitation, all appendices and attachments thereto (the "Agreement"), by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and Expedient Carrier Services, LLC ("CLEC") (collectively referred to as "the Parties") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in <u>Wisconsin Bell v. Bie</u> concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, in its Opinion and Order in Case No. 06-1345-TP-ORD, dated June 6, 2007, the Public Utilities Commission of Ohio held that all regulated nonresidential Tier 2 services and all regulated toll services shall no longer be included in tariffs filed with the Commission, and,

WHEREAS, on April 1, 2008, AT&T Ohio will move the rates, terms and conditions for certain of its regulated retail services (as defined by Ohio law) from the retail tariff to the AT&T Ohio Guidebook (the "Guidebook"); and,

WHEREAS, such certain regulated retail services include non-residential Tier 2 services and all message toll services (residential and non-residential) and more specifically exclude:

Primary business local exchange service access line and local usage

Number Only Caller ID

2nd and 3rd business local exchange service access lines and usage in non-competitive exchanges

Call Trace in non-competitive exchanges

Call Waiting in non-competitive exchanges

N-1-1 Service in non-competitive exchanges

Non-Pub Service in non-competitive exchanges

Payphone Access Lines in non-competitive exchanges

Per Line Call Blocking in non-competitive exchanges

Switched and Special Access services; and,

WHEREAS, the Parties desire to amend their current Agreement to reflect the above-referenced changes.

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

#### 1. INTRODUCTION

1.1 The Recitals hereon are incorporated into this Amendment.

<sup>1</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

### 2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 All references in the Agreement, if any, to the retail tariff, or the like, shall be deemed to include the AT&T Ohio Guidebook (including, without limitation, its rates, terms and conditions). AT&T Ohio will post the Guidebook to an AT&T website at <a href="https://doi.org/10.2008/attention.org/10.
  - 2.1.2 Any changes to the rates, terms and conditions of the Guidebook will be automatically incorporated herein effective on the date any such change is made or otherwise effective as stated in the Guidebook.

#### 3. AMENDMENT EFFECTIVE DATE

3.1 Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing ("Amendment Effective Date") and is deemed approved by operation of law on the 91st day after filing.

### 4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

#### 5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

AMENDMENT- RETAIL TARIFF<u>ITHE OHIO BELL TELEPHONE COMPANY</u>
PAGE 3 OF 4

AT&T OHIO/EXPEDIENT CARRIER SERVICES, LLC

### 6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement concerning the subject matter hereof and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

## AMENDMENT - RETAIL TARIFF/THE OHIO BELL TELEPHONE COMPANY PAGE 4 OF 4 AT&T OHIO/EXPEDIENT CARRIER SERVICES, LLC 922908

Expedient Carrier Services, LLC	The Ohio Bell Telephone Company d/b/a AT&T Ohio by AT&T Operations, Inc., its authorized agent
Ву:	By: Celodan
Printed: Stephen Aloby	Printed: EDD/E A. REED JR
Title: President	Title: <u>DIRECTOR-INER CONNECTION</u> (Print or Type)
(Print or Type)  Date: 3-21-03	7 71 84
Dale,	Date: <u>&gt; 5 ( 0 8 </u>

Resale OCN UNE OCN Switch Based OCN <u>046D</u> ACNA <u>EDI</u>