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 for the Review and Approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996.)))	TRF Docket No. 90 Case No. 09 - 1993 - TP - NA NOTE: Unless you have reserved a C leave the "Case No" fields BLANK.	•
Name of Registrant(s) The Ohio Bell Telephone Company			
DBA(s) of Registrant(s) AT&T Ohio			
Address of Registrant(s) 150 E. Gay St., Room 4-C, Columb	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
Regulatory Contact Person's Email Address jk2961@att.com	n		
Contact Person for Annual Report Michael R. Schaedler			Phone 216-822-8307
Address (if different from above) 45 Erieview Plaza, Room	1600, Clev	eland, Ohio 44114	
Consumer Contact Information Kathy Gentile-Klein			Phone 216-822-2395
Address (if different from above) 45 Erieview Plaza, Room	1600, Clev	eland, Ohio 44114	
Motion for protective order included with filing? Yes	No		
Motion for waiver(s) filed affecting this case? Yes v N	lo [Note: V	Waivers may toll any automatic t	imeframe.]

Section I – Pursuant to Chapter <u>4901:11-6 OAC</u> – 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.*

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

<u>Carrier Type</u> Other (explain below)			CTS	AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF <u>1-6-04(B)</u> (0 day Notice)	TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	ZTA <u>1-6-04(B)</u> (0 day Notice)	ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	ATW <u>1-6-12(A)</u> (Non-Auto)	ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF <u>1-6-05(C)</u> (0 day Notice)	TRF <u>1-6-05(C)</u> (0 day Notice)	TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> 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.

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u>	AAC <u>1-6-10(F)</u>	CLECs must attach a current CLEC	
	(Auto 30 days)	(0 day Notice)	Exchange Listing Form	
Abandon all Services - With Customers	ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(B)</u>	ABN <u>1-6-11(B)</u>
	(Non-Auto)	(Auto 90 day)	(Auto 14 day)	(Auto 14 day)
Abandon all Services - Without		ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(B)</u>	ABN <u>1-6-11(B)</u>
Customers		(Auto 30 days)	(Auto 14 day)	(Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u>	ACN <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u>	ACO <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u>	AMT <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(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)	CIO <u>1-6-14(A)</u> (0 day Notice)	O day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(B)</u>	ATR <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	(0 day Notice)	TRF (0 day Notice)	(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) <u>1-7-05</u>		
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)		
<u>CMRS Providers</u> 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 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 TRF filings, and briefly described in the "Other" section above.

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 <u>the 4901:1-6-14 Filing Requirements on the</u> <u>Commission's Web Page</u> for a complete list of exhibits.

Exhibit	Description:
A	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).

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 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, Jon F. Kelly,

verify that I have utilized the Telecommunications Application Form for Routine 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/ Jon F. Kelly

- General Attorney (Date) December 28, 2009

*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

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application) For Approval Of An Agreement Amendment) Between SBC Ohio and) Telecom Ventures, LLC) Pursuant To Section 252 of the) Telecommunications Act of 1996.)

Case No. 09-1993-TP-NAG

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

AT&T Ohio hereby files the attached Ninth Amendment dated December

24, 2009 ("the Amendment") to the agreement between AT&T Ohio and Telecom Ventures, LLC, dated May 30, 2002 ("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 adds out-of-exchange traffic provisions to the Agreement.

The Agreement was approved by the Commission on September 13, 2002 in Case No. 02-1442-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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

AMENDMENT TO THE AGREEMENT BETWEEN TELECOM VENTURES, LLC AND THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO

This Amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and Telecom Ventures, LLC ("CLEC"). AT&T Ohio and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Ohio and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 13, 2002 and as subsequently amended (the "Agreement"); and

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

- 1. Adds the Out of Exchange Appendix as attached hereto and incorporated herein by this reference.
- 2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3. 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.
- 4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5. Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

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

Telecom Ventures, LLC

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By Name Title: Date:

806C

The Ohio Bell Telephone Company d/b/a AT&T Ohio by AT&T Operations, Inc., its authorized agent

By: Q, Name: Eddie A. Reed, Jr. **Director-Interconnection Agreements** Title:

Date: (2-24-09

Resale OCN ULEC OCN

OHIO

9870

ACNA: EVE

APPENDIX OET-<u>AT&T-13STATE</u> PAGE 1 OF 4 <u>AT&T-13STATE</u>/TELECOM VENTURES, LLC 090209

APPENDIX OET (OUT OF EXCHANGE TRAFFIC)

APPENDIX OUT OF EXCHANGE TRAFFIC

1.0 Out of Exchange Traffic

- 1.1 Interconnection services are available in accordance with Section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-<u>AT&T-13STATE</u> incumbent exchange in accordance with this Section 1.0.
- 1.2 The Parties acknowledge and agree that <u>AT&T-13STATE</u> is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within <u>AT&T-13STATE</u>'s network and not in locations, such as territories of other ILECs, where <u>AT&T-13STATE</u> does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which <u>AT&T-13STATE</u> agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251z(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in <u>AT&T-13STATE</u>'s incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.
- 1.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of <u>AT&T-13STATE</u> incumbent local Exchange Areas and desires to interconnect OE-LEC's network with <u>AT&T-13STATE</u>'s network(s).
- 1.4 For purposes of this Attachment, OE-LEC agrees to interconnect with <u>AT&T-13STATE</u> pursuant to Section 251(a) of the Act.
- 1.5 Network Connections For Out of Exchange Traffic:
- 1.5.1 OE-LEC represents that it operates as a CLEC within <u>AT&T-13STATE</u> Exchange Areas and has a POI located within <u>AT&T-13STATE</u> Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such <u>AT&T-13STATE</u> Exchange Areas. Based upon the foregoing, the Parties agree that <u>AT&T-13STATE</u>'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. <u>AT&T-13STATE</u> will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from <u>AT&T-13STATE</u>'s End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and <u>AT&T-13STATE</u>, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an <u>AT&T-13STATE</u> End Office.
- 1.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each <u>AT&T-13STATE</u> serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
- 1.5.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.
- 1.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.
- 1.5.5 If <u>AT&T-13STATE</u> is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving <u>AT&T-13STATE</u> End Office.
- 1.5.6 Except as otherwise provided in this Section 1.0, for OE-LEC originated/<u>AT&T-13STATE</u> terminated traffic or <u>AT&T-13STATE</u> originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 1.0, the Parties will work cooperatively to correct the problem.

- 1.5.7 <u>AT&T-13STATE</u> shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to <u>AT&T-13STATE</u> (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an <u>AT&T-13STATE</u> Tandem. Any compensation due <u>AT&T-13STATE</u> for such misrouted traffic shall be paid by OE-LEC. <u>AT&T-13STATE</u> shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 1.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 1.5.9 Connection of a trunk group from OE-LEC to <u>AT&T-13STATE</u>'s Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).
- 1.5.10 <u>AT&T-13STATE</u> will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-<u>AT&T-13STATE</u> Exchange Areas, in <u>AT&T-13STATE</u> Tandems and End Offices using <u>AT&T-13STATE</u>'s standard code opening timeframes.
- 1.6 Intercarrier Compensation for Out of Exchange Traffic:
- 1.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in Appendix Reciprocal Compensation.
- 1.7 InterLATA Section 251(b)(5) Traffic:
- 1.7.1 <u>AT&T-13STATE</u> will exchange <u>AT&T-13STATE</u> InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. <u>AT&T-13STATE</u> will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the <u>AT&T-13STATE</u> Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an <u>AT&T-13STATE</u> exchange, <u>AT&T-13STATE</u> shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreeed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. <u>AT&T-13STATE</u> will not provision or be responsible for facilities located outside of <u>AT&T-13STATE</u> Exchange Areas.
- 1.7.2 The Parties agree that the <u>AT&T-13STATE</u> InterLATA Section 251(b)(5) traffic from each <u>AT&T-13STATE</u> End Office will not overflow to an alternate route.
- 1.7.3 OE-LEC must provide <u>AT&T-13STATE</u> a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/28/2009 2:15:10 PM

in

Case No(s). 09-1993-TP-NAG

Summary: Application for approval of an interconnection agreement amendment electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio