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 Amendment		Case No. 10 - 1075	Case No. 10 - 1075 - TP- NAG		
Pursuant to Section 252 of the Telecommunications		NOTE: Unless you have reserved a Case # or are filing a Cont			iling a Contract,
Act of 1996.)	leave the "Case No" fie			
Name of Degistrant(s) The Ohio Ball Talanhar	o Compony				
Name of Registrant(s) The Ohio Bell Telephor	ie Company				
DBA(s) of Registrant(s) AT&T Ohio	A.C. Columbus O	hio 12015			
Address of Registrant(s) 150 E. Gay St., Room	i 4-C, Columbus, O	1110 43213			
Company Web Address www.att.com		Dhana (14.2	22 7020	Ear. (14.)	222 5055
Regulatory Contact Person(s) Jon F. Kelly Phone 614-223-7928 Fax 614-223-5955				123-3933	
Regulatory Contact Person's Email Address jk	_			Dhana 21	6 922 9207
Contact Person for Annual Report Michael R.		Classifierd Obje 44114		Phone 21	6-822-8307
Address (if different from above) 45 Erieview		Cieveiana, Omo 44114		Dhone 21	6-822-2395
Consumer Contact Information Kathy Gentile-		Claveland Ohio 44114		Phone 21	0-822-2393
Address (if different from above) 45 Erieview		Cieveiana, Omo 44114			
Motion for protective order included with filin Motion for waiver(s) filed affecting this case?		ote: Waivers may tall any	automatic t	imeframe 1	
wouldn't or warver(s) fried affecting this case:	1 CS ■ 1 10 [110	otc. Warvers may ton any	automatic t	iniciranic.j	
Section I – Pursuant to Chapter 4901:11	-6 OAC – Part I	- Please indicate the	Carrier Ty	vne and th	e reason for
submitting this form by checking the bo			-	_	
NOTES: (1) For requirements for various application		-		v	
application form noted.	····, ···· y····				
				OTO	
Carrier Type Other (explain below)	☐ ILEC	☐ CLEC		CTS	AOS/IOS
Tier 1 Regulatory Treatment	TRF 1-6-04(B)	TRF <u>1-6-04(B)</u>			
Change Rates within approved Range	(0 day Notice)	(0 day Notice)			
New Service, expanded local calling	ZTA <u>1-6-04(B)</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>1-6-04(B</u>				
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)			
Introduce or Increase Late Payment or Returned Check Charge	ATA <u>1-6-04(E</u> (Auto 30 days)	B) ATA <u>1-6-04(B)</u> (Auto 30 days)			
	☐ CTR <u>1-6-17</u>	CTR <u>1-6-17</u>			
Business Contract	(0 day Notice)	(0 day Notice)			
Withdrawal	ATW <u>1-6-12(A</u>) ATW <u>1-6-12(A)</u>			
	(Non-Auto)	(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		(* 1812 22 28)2)			
Residential - Introduce non-recurring	TRF <u>1-6-05(E</u>	TRF <u>1-6-05(E)</u>			
service charges	(0 day Notice)	(0 day Notice)			
Residential - Introduce New Tariffed Tier	TRF <u>1-6-05(C</u>			1-6-05(C)	
2 Service(s)	(0 day Notice)	(0 day Notice)	(0 day Not	ice)	İ

TRF <u>1-6-05(E)</u>

CTR <u>1-6-17</u>

(0 day Notice)

(0 day Notice)

Not Filed

Detariffed

Detariffed

☐ TRF <u>1-6-05(E)</u>

CTR <u>1-6-17</u>

(0 day Notice)

(0 day Notice)

Not Filed

Detariffed

Detariffed

TRF <u>1-6-05(E)</u>

CTR <u>1-6-17</u>

(0 day Notice)

(0 day Notice)

Not Filed

Detariffed

Detariffed

Residential - Change Rates, Terms and

Conditions, Promotions, or Withdrawal

Residential - Tier 2 Service Contracts

Commercial (Business) Contracts

Business Services (see "Other" below)

(see "Other" below)

Residential & Business Toll Services

⁽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.

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> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form		
Abandon all Services - With Customers	☐ ABN <u>1-6-11(A)</u> (Non-Auto)	ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	
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)	CIO <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 <u>1-6-14(B)</u> (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)	
<u>Procedural</u>					
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	
Section II. Combined Combine (Downwood Ac 4001 of 7). CMDS and Other					

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> (Auto 90 day)	NAG <u>1-7-07</u> (Auto 90 day)		
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	☐ ATA			
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural	UNC <u>1-7-04</u> or	UNC <u>1-7-04</u> or		
carrier supension or modifiction	(Non-Auto) <u>1-7-05</u>	(Non-Auto) 1-7-05		
Pole attachment changes in terms and	UNC 1-7-23(B)	UNC <u>1-7-05</u>		
conditions and price changes.	(Non-Auto)	(Non-Auto)		
	□RCC		□NAG	
CMRS Providers See 4901:1-6-15	[Registration & Change ir (0 day)	n Operations]	[Interconnection Agreement or Amendment] (Auto 90 days)	
Oth and () ()				
Other* (explain)				

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

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).

^{*}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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

1 am an officer/agent of the applicant corporation, (Name)	, and am authorize	ed 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 tarifrules, 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, support Ohio and understand that noncompliance can be supported in the complete of the complete o	n approval and that the Commission' persede any contradictory provisions in
I declare under penalty of perjury that the foregoing is true ar	nd correct.	
Executed on (Date) at (Location)	<u> </u>	
	*(Signature and Title)	(Date)
 This affidavit is required for every tariff-affecting filing. applicant. 	It may be signed by counsel or an officer of the apple	icant, or an authorized agent of the
	<u>VERIFICATION</u>	
I, Jon F. Kelly, verify that I have utilized the Telecommunications Application Form here, and all additional information submitted in connection with this		
*(Signature and Title) /s/ Jon F. Kelly	- General Attorney	(Date) August 3, 2010
*Verification is required for every filing. It may be signed by counse	l or an officer of the applicant, or an authorized agen	nt of the applicant.
Send your completed Application Form, including	g all required attachments as well as the r	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 AT&T Ohio and)	Case No. 10-1075-TP-NAG
RVP Fiber Company, 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 Ohio¹ hereby files the attached Eleventh Amendment dated August 2, 2010 ("the Amendment") to the agreement between AT&T Ohio and RVP Fiber Company, LLC dba RVP, dated October 29, 2001 ("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 changes the CLEC's name, extends the term of the Agreement to June 24, 2013, adds the FCC's interim ISP Reciprocal Compensation plan, and removes Section 271 elements from the Agreement.

The Agreement was approved by the Commission on February 8, 2002 in Case No. 01-2914-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

1

¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T OHIO

By:

<u>/s/Jon F. Kelly</u> 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 RVP FIBER COMPANY, 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 RVP Fiber Company, 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 February 8, 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. This agreement is hereby amended to reflect the name change from "RVP Fiber Company, LLC" to "US Signal Company, L.L.C."
 - 1.1 AT&T Ohio shall reflect that name change from "RVP Fiber Company, LLC" to "US Signal Company, L.L.C." only for the main billing account (header card) for each of the accounts previously billed to RVP Fiber Company, LLC. AT&T Ohio shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Ohio's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, US Signal Company, L.L.C. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by RVP Fiber Company, LLC with AT&T Ohio for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
 - 1.2 Once this Amendment is effective, US Signal Company, L.L.C. shall operate with AT&T Ohio under the "US Signal Company, L.L.C." name for those accounts. Such operation shall include, by way of example only, submitting orders under US Signal Company, L.L.C., and labeling (including relabeling) equipment and facilities with US Signal Company, L.L.C.
- 2. Section 5.2 of the General Terms and Conditions is amended by adding the following section:
 - 2.1 Notwithstanding anything to the contrary in this Section 5.2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from June 24, 2010 until June 24, 2013 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from RVP Fiber Company, LLC (hereafter known as "US Signal Company, L.L.C."), by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
- 3. This Agreement is hereby amended to incorporate the FCC's interim ISP terminating compensation plan, as follows:

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

- 3.1 AT&T Ohio made an offer to all telecommunications carriers in the State of Ohio (the "Offer") to exchange traffic on and after September 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 3.2 The purpose of this Amendment is to include in CLEC's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 3.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between AT&T Ohio and CLEC. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
- 3.4 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan
 - 3.4.1 AT&T Ohio and CLEC hereby agree that the following rates, terms and conditions shall apply to ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 7 of this Amendment.

3.5 Compensation Rate Schedule

- The rates, terms, conditions in this section apply only to the termination of for ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 3.6
- 3.5.2 The Parties agree to compensate each other for the transport and termination for ISP-bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

3.6 ISP-bound Traffic Rebuttable Presumption

3.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T Ohio agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between CLEC and AT&T Ohio exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in Section 3.4. Either Party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T Ohio will remain obligated to pay the rates set forth in Section 3.5.2 for Section 251(b)(5) Traffic

and ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.7 Reservation of Rights

- The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between CLECs and AT&T Ohio over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either Party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.
- 4. This Agreement is hereby amended to update Appendix UNE, Section 2.2, as follows:
 - 4.1 This amendment removes Appendix UNE Section 2.2 in its entirety and replaces the section with the following:
 - 2.2 <u>SBC-13STATE</u> will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3) and 47 CFR Section 51.307(a)):
 - 4.2 This Amendment deletes all 271 elements and pricing, whether in the language of the Agreement or Pricing Schedule(s).
- 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 6. 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.
- 7. 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.

AMENDMENT TO CHANGE NAME, EXTEND TERM, ADD CHANGE OF LAW REQUIREMENTS/AT&T-22STATE PAGE 4 OF 4 RVP FIBER COMPANY, LLC

US Signal Company, L.L.C.

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

By: Barbara Boshoven

Printed: Barbara Boshoven

Printed:

Eddie A. Reed, Jr.

Title: VP of Corporate Affairs
(Print or Type)

Date: July 29, 2010

Title: **Director-Interconnection Agreements**

Date:

CLEC OCN

OHIO

9198

ACNA

RVF

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/3/2010 4:35:32 PM

in

Case No(s). 10-1075-TP-NAG

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