

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio)
for Review and Approval of an Agreement Amendment)
Pursuant to Section 252 of the Telecommunications Act of)
1996.)

TRF Docket No. 90-_____

Case No. 11 -2872 -**TP** - NAG

NOTE: Unless you have reserved a Case #, 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 4C, Columbus, Ohio 43215

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

Contact Person for Annual Report Michael R. Schaedler

Phone 216-822-8307

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

(3) 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.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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 Filing Form for most 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) May 5, 2011

**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 AT&T Ohio and)	
Sprint Spectrum L.P.)	Case No. 11-2872-TP-NAG
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

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

AT&T Ohio hereby files the attached Third Amendment dated April 20, 2011, ("the Amendment") to the agreement between AT&T Ohio and Sprint Spectrum L.P. dated September 17, 2003 ("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 is to modify certain existing InterMTA terms.

The Agreement was approved by the Commission on December 18, 2003 in Case No. 03-1960-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

Respectfully submitted,

AT&T OHIO

By: /s/ Jon F. Kelly
Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Rm. 4-C
Columbus, OH 43215

(614) 223-7928

Its Attorney

AMENDMENT TO INTERCONNECTION AGREEMENT

BETWEEN

SPRINT SPECTRUM L.P., as agent for
WIRELESSCO, L.P.,
SPRINTCOM, INC.,
COX COMMUNICATIONS PCS, L.P.,
APC PCS, LLC,
PHILLIECO, L.P.,
JOINTLY d/b/a SPRINT PCS

AND

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

Pursuant to this Amendment (the "Amendment") Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, Cox Communications PCS, L.P., a Delaware limited partnership, APC PCS, L.L.C., a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") and The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio")¹, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties approved by the Public Utilities Commission of Ohio ("Commission") on December 18, 2003, as amended ("the Agreement").

WHEREAS, Sprint PCS and AT&T Ohio agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint PCS and AT&T Ohio hereby covenant and agree as follows:

1. The Parties agree to modify Section 1.59 with the following changes:

1.59 "Incidental Terminating InterMTA Traffic" means a de minimis amount of traffic that, at the beginning of the call: (a) originates on Carrier's wireless network; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; (c) is terminated on SBC-13STATE's network in another MTA via local interconnection trunks; and, (d) is not Local Traffic.

2. The Parties agree to modify Section 1.60 with the following changes:

1.60 "Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's wireless network; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's

¹ The Ohio Bell Telephone Company is doing business in Ohio as "AT&T Ohio."

Cell Site located in one MTA; (c) is terminated on SBC-13STATE's network in another MTA; and , (d) is not Incidental Terminating InterMTA Traffic or Local Traffic.

3. The Parties agree to modify Section 6.1 with the following changes:

- 6.1 This Section 6 provides the terms and conditions for the exchange of traffic between Sprint PCS' End User Customers and SBC-13STATE's End User Customers for the transmission and routing of and compensation for switched access traffic and Terminating InterMTA traffic.

4. The Parties agree to modify Section 6.3 (but not 6.3.3) with the following changes:

6.3 Traffic Subject to Access Charges or Incidental Terminating InterMTA Rate

6.3.1 Terminating InterMTA Traffic

- 6.3.1.1 All Terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in SBC-13STATE's Federal and/or State Access Service tariffs and payable to SBC-13STATE.

- 6.3.1.2 Carrier represents that it routes Terminating InterMTA Traffic to SBC-13STATE via an IXC which will result in such traffic being delivered over such IXC's FGD facilities.

- 6.3.1.3 Notwithstanding any other provision of this Agreement, for all traffic sent over local Interconnection Trunks determined by SBC-13STATE to be Terminating InterMTA Traffic, SBC-13STATE is authorized to charge, and Carrier will pay, the Incidental Terminating InterMTA Traffic rate stated in Appendix Pricing - Wireless for such traffic for charges arising pursuant to this Agreement. Carrier will work cooperatively with Telco to identify and reroute any Terminating InterMTA Traffic off local Interconnection Trunks.

6.3.2 Incidental Terminating InterMTA Traffic

- 6.3.2.1 This traffic is routed over the local Interconnection Trunks, subject to the compensation method described in Section 6.3.2.2.

- 6.3.2.2 For the purpose of compensation between SBC-13STATE and Carrier under this Agreement, Incidental Terminating InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing - Wireless. For Incidental Terminating InterMTA Traffic SBC-13STATE shall charge and Carrier shall pay the rate stated in Appendix Pricing - Wireless for all Incidental Terminating InterMTA Traffic terminated to SBC-13STATE's End User Customers.

- 6.3.2.3 As of the Effective Date, the Parties cannot accurately measure the amount of Incidental Terminating InterMTA Traffic on a real time basis. Therefore, the Parties have agreed to apply the Carrier specific, State specific Incidental Terminating InterMTA percentage as determined in Appendix Pricing - Wireless, which is based upon appropriate Carrier-specific, State specific information (i.e., Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier- specific, State specific data/information in complete and appropriate form, as determined in good faith). The Incidental Terminating

InterMTA percentage shall be applied to the total minutes terminated to SBC-13STATE's End User Customers over Carrier's local Interconnection Trunks. For such Incidental InterMTA Traffic, SBC-13STATE shall charge and Carrier shall pay SBC-13STATE the Incidental Terminating InterMTA Traffic rates in Appendix Pricing - Wireless.


5. The Parties agree to delete Section 5.1 in the Appendix Pricing in its entirety and replace with the following:

5.1 Incidental Terminating InterMTA Traffic Percentage: Surrogate Method Based on Cell Studies as Agreed upon by the Parties (Note: If the Parties are unable to agree on a surrogate method regarding the volume of InterMTA traffic that is sent by Carrier to SBC-13STATE for termination, SBC-13STATE may rely upon the best data reasonably available to bill Carrier for such traffic, and Carrier, may, if it chooses, challenge the data and amount billed, pursuant to the Agreement's dispute resolution procedures, as not accurately reflecting the actual volume of InterMTA Traffic being sent to SBC-13STATE for termination.) The InterMTA Factor that is arrived at by the Parties, whether through use of a surrogate method, or through the use of actual cell site data, or through the dispute resolution procedures, is Carrier specific, and any other carrier adopting this Agreement, will have to arrive at its own carrier-specific InterMTA Factor, with SBC-13STATE, either through the use of actual cell site data, or through a surrogate method agreed upon by Carrier and SBC-13STATE, or through the dispute resolution procedures, provided by this Agreement.

6. The Parties agree to delete the phrase "Terminating IntraLATA InterMTA Traffic Rate" in Section 6.1 in the Appendix Pricing and replace with the following: "Incidental Terminating InterMTA Traffic Rate". However, the Parties do not intend to change the current rates stated in the ICAs.
7. Notwithstanding the changes made to the Agreement by this Amendment, neither the Agreement nor this Amendment shall be in any way construed to be an admission by either Party regarding the routing or compensation treatment applicable to any form of InterMTA Traffic exchanged between the Parties outside the context of implementing and enforcing the Agreement. Further, except for a proceeding to enforce the Agreement, neither Party shall raise the terms regarding the treatment of InterMTA Traffic contained in this Agreement for any purpose in any regulatory, legislative, court or arbitration proceeding between the parties ("Subsequent Proceedings"), and each party expressly reserves all other rights regarding the advocacy positions it may take regarding the treatment of InterMTA Traffic in such Subsequent Proceedings.
8. Either or both of the Parties shall submit the conforming ICA Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996. Said amendments shall be filed with and are subject to approval by the appropriate Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Spectrum, L.P., as agent for WirelessCo,
L.P., SprintCom, Inc., Cox Communications
PCS, L.P., APC PCS, L.L.C., PhillieCo, L.P.

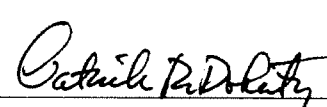
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS + ROAMING PEN

Date: 4/15/11

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

By: 

Name: Patrick R. Doherty

Title: Director - Regulatory

Date: APR 20, 2011

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/5/2011 3:09:34 PM

in

Case No(s). 11-2872-TP-NAG

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