

**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 ) TRF Docket No. 90-\_\_\_\_\_  
For Review and Approval of an Agreement Amendment ) Case No. 15 - 0413 - **TP** - NAG  
Pursuant to Section 252 of the Telecommunications Act of )  
1996 ) **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](http://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](mailto:jk2961@att.com)

Contact Person for Annual Report Maryann H. Mackey

Phone 216-822-0086

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

Consumer Contact Information Maryann H. Mackey

Phone 216-822-0086

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](http://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

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

## 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 <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (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 <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (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 <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<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.

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**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.*

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**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) February 25, 2015

*\*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.*

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***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	)	Case No. 15-0413-TP-NAG
Level 3 Communications, LLC	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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

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AT&T Ohio<sup>1</sup> hereby files the attached Eighth Amendment dated February 9, 2015, ("the Amendment") to the agreement between AT&T Ohio and Level 3 Communications, LLC dated March 16, 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 provides for the comingling of wireline and wireless traffic on the same trunk.

The Agreement was approved by the Commission on June 17, 2005 in Case No. 05-0344-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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

Respectfully submitted,

AT&T OHIO

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

(614) 223-7928

Its Attorney

# **AMENDMENT**

## **BETWEEN**

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

## **AND**

**LEVEL 3 COMMUNICATIONS, LLC**



Signature: eSigned - Gary BlackName: eSigned - Gary Black  
(Print or Type)Title: VP-Carrier Relations  
(Print or Type)Date: 03 Feb 2015

Level 3 Communications, LLC

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore  
(Print or Type)Title: Executive Director-Regulatory  
(Print or Type)Date: 09 Feb 2015The Ohio Bell Telephone Company d/b/a AT&T OHIO  
by AT&T Services, Inc., its authorized agent

State	CLEC OCN
OHIO	4863

Description	ACNA Code(s)
ACNA(s)	LVC



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
LEVEL 3 COMMUNICATIONS, LLC**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T OHIO") (previously referred to as "SBC Ohio") and Level 3 Communications, LLC ("Level 3"). AT&T OHIO and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T OHIO and Level 3 are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 22, 2005 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 Amendment is composed of the foregoing recitals, the terms and conditions contained herein, and Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend the Agreement to add sections 4.2.12 through 4.2.12.8 to Appendix 911, as follows:

4.2.12 Additional Level 3 Responsibilities where Level 3 is transporting 911 calls from wireless carrier or Commercial Mobile Radio Service providers. These provisions shall apply in addition to the above Facilities and Trunking responsibilities.

4.2.12.1 "E911 Customer" means a municipality or other state or local government unit, of one (1) or more municipalities or other state or local government units to which authority has been lawfully delegated to administer the 911 system within their jurisdiction pertaining to the emergency systems, including the establishment of service specifications and granting of final approval (or denial) of service configurations that are or will be provided by Level 3, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911, rather than an individual PSAP. "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

4.2.12.2 Where Level 3 has existing trunk arrangements for the commingling of wireline and wireless traffic ("commingled") or places orders for new commingled trunk arrangements and/or augmentation from the Level 3 Switch and the applicable AT&T Selective Router, Level 3 certifies and attests that it has represented to

## AMENDMENT – 911 TRUNKING/AT&amp;T OHIO

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LEVEL 3

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each E911 Customer that wireline and wireless traffic types will be routed over the same common trunk group and assures that such certification and attestation is true and accurate. Therefore, the default routing will be the same for both traffic types, and that the E911 Customer has approved such commingled trunk arrangements.

4.2.12.3 Level 3 shall order a separate E911 Trunk Group from **AT&T OHIO** for each county, default PSAP, or other geographic area that Level 3 serves when the E911 Customer for such county or geographic area has a specified varying default routing condition.

4.2.12.4 Where separate trunking is required by the E911 Customer, Level 3 shall order and maintain Type 2C Trunk Groups (as defined below) for E911 traffic that originates as wireless or Commercial Mobile Radio Service ("CMRS") traffic destined for the appropriate E911 Selective Router; and it will order and maintain separate Trunk Groups for E911 traffic that originates as wireline traffic ("Wireline Trunk Groups") destined for the appropriate E911 Selective Router. Except as otherwise advised by Level 3 to AT&T, all Trunk Groups will be used for commingled traffic from other carriers. Applicable rates for E911 Trunks are commission approved and are set forth in the Pricing Sheet. Type 2C Trunk Groups provide a one-way terminating Trunk-Side connection between Level 3 and **AT&T OHIO's** E911 Selective Router and are equipped to provide access to E911 services for wireless traffic.

4.2.12.4.1 Level 3 may combine Type 2C Trunk Groups and Wireline Trunk Groups over the same DS1 facilities, provided that the facilities are obtained from the applicable Access Tariff. In addition, other than in **AT&T CALIFORNIA** and **AT&T NEVADA**, the facilities must terminate directly into AT&T's E911 Selective Router (e.g., not through a Digital Access and Crossconnect System ("DACs")). In **AT&T CALIFORNIA** and **AT&T NEVADA**, the DS1 facilities must connect to a predefined hub/multiplexer rather than directly to the E911 Selective Router.

4.2.12.5 Level 3 shall submit ASRs in accordance with **AT&T OHIO's** technical references located on AT&T's Prime Access and CLEC Online websites to order Type 2C Trunk Groups and Wireline Trunk Groups, respectively.

4.2.12.6 When Level 3 requests diverse facilities, **AT&T OHIO** will provide such diversity where technically feasible, at standard tariff rates.

4.2.12.7 Level 3 is responsible for the resolution of all 911 issues that arise on the Level 3 Trunk Groups due to the commingling of E911 traffic. "Level 3 Trunk Group" means a group (set) of one or more 911 trunks (DS0 switch port, or DS0 channel on a DS1 switch port) from a Level 3 switch capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Level 3 to **AT&T OHIO's** Selective Router to the E-911 System. This includes Type 2C Trunk Groups and Wireline Trunk Groups.

4.2.12.8 **AT&T OHIO** shall not be liable to Level 3, its End Users or E911 calling parties, or any other parties or persons for any Loss arising out of the provision of E911 Service as set forth in this Amendment or for any errors, interruptions, defects,

## AMENDMENT – 911 TRUNKING/AT&amp;T OHIO

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LEVEL 3

Version: 12/11/14

failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Therefore, in addition to the indemnification provisions set forth in the Agreement, Level 3 shall indemnify and hold **AT&T OHIO** harmless against any Claim or Loss arising from the use of E911 Services provided herein. Notwithstanding the above, **AT&T OHIO's** liability and potential damages, if any, for its recklessness or intentional misconduct, is not limited by any provision of this Amendment.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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) with respect to any orders, decisions, legislation or proceedings and any remands thereof.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. 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 91<sup>st</sup> day after filing.

## PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Wireline 5	OH	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		\$ 28.72	\$ 436.62		
Wireless 5	OH	911/E911	911 Trunks - Per Trunk Terminated		EVG9X		\$28.72	436.62		

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/26/2015 9:08:47 AM**

**in**

**Case No(s). 15-0413-TP-NAG**

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