The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 10-11-2017)

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 Interconnection Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996 TRF Docket No. 90 -

)

Case No. 19 - 1064 - TP - NAG

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

DBA(s) of Registrant(s)	AT&T		TX 75202			
Address of Registrant(s) Company Web Address		208 S. Akard St, Room 2510.02, Dallas, TX 75202 www.att.com				
Regulatory Contact Perso	n(s) Ric	hard T. Howell	Phone 214-757-8099	Fax 214-746-2232		
Regulatory Contact Perso	n's Email	Address rh2514@att.com				
Contact Person for Annua Address (if different from		Richard T. Howell		Phone		
Consumer Contact Inform Address (if different from		Richard T. Howell		Phone		

Motion for protective order included with filing? Yes VNo

Motion for waiver(s) filed affecting this case? Yes Vo [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Ohio Administrative Code $\underline{4901:1-6}$. Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code $\underline{4901:1-7}$, and Wireless is Pursuant to Ohio Adm.Code $\underline{4901:1-6-24}$. 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 Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website 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 PUCO.

(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).
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).

Section I - Part I - Common Filings

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

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
15-day Notice				
30-day Notice				
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
IOS				



Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental	□ ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-10</u>	UNC <u>1-6-09</u>
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

*Supplemental Certification forms can be found on the PUCO webpage.

Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u>	ACN <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	$\Box CIO \underline{1-6-29(C)}$ (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transaction for transfer or lease of	ATR <u>1-6-29(B)</u>	ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
property, plant or business *	(Auto 30 days)	(Auto 30 days)	(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 PUCO's webpage 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	✓ NAG <u>1-7-07</u> (Auto 90 day)	[NAG <u>1-7-07</u> (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 days)	ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	ATA <u>1-3-04</u> (Auto 60 days)	
		NAG
Wireless Providers See <u>4901:1-6-24</u>	[Registration & Change in Operations] (0 day)	[Interconnection Agreement or Amendment] (Auto 90 days)

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Section IV. - Attestation

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

	Con	<u>AFFIDA</u> mpliance with Col		
I am an officer/a Richard T. Hoy	gent of the applicant corporation, well	AT&T Ohio	, and am authorized	d to make this statement on its behalf.
(Name)				
Please check AL	L that apply:			
imply Commiss contradictory pro-	ion approval and that the Com	mission's rules, as y comply with the	s modified and clarified rules of the State of Ohio	d that tariff notification filings do not from time to time, supersede any o and understand that noncompliance State of Ohio.
	ustomer notices accompanying thi th Ohio Adm.Code 4901:1-6-7.	s filing form were s	ent to affected customers,	as specified in Section II,
I declare under p	enalty of perjury that the foregoin	g is true and correct	t.	
Executed on (Date)	a	t (Location)		
*Signature and Title			Date	
*This affidavit is agent of the appl		filing. It may be sig	gned by counsel or an offic	cer of the applicant, or an authorized
		VERIFICA	TION	
				ed by the Commission and that all of case, is true and correct to the best of
*Signature and Title	/s/ Richard T. Howell, Area Ma	anager-Regulatory	Date	May 7, 2019
*Verification is r applicant.	equired for every filing. It may be	signed by counsel of	or an officer of the applice	int, or an authorized agent of the
	File document electr	onically as directed or	d in case number 06-900-	-AU-WVR
Send your c	ompleted Application Form, incl	uding all required a	attachments as well as the	required number of copies, to:
		blic Utilities Comn		
		Attention: Docketi Broad Street, Colur	ing Division mbus, OH 43215-3793	
		Page 4 of	4	

Signature Page/AT&T Midwest Region 5-STATE Page 1 of 2 BULLSEYE TELECOM, INC. Version: 2Q18 – 6/01/18

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BULLSEYE TELECOM, INC.



Contract Id: 8821958

Signature Page/AT&T Midwest Region 5-STATE Page 2 of 2 BULLSEYE TELECOM, INC. Version: 2Q18 – 6/01/18

Signature: eSigned - William H. Oberlin

Name: eSigned - William H. Oberlin (Print or Type)

Title: CEO

(Print or Type)

(Print or Type)

Date: 15 Jun 2018

BullsEye Telecom, Inc.

Date: 15 Jun 2018

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	9919		5481
INDIANA	9919	3131	3131
MICHIGAN	9919	0887	0887
ОНЮ	9919		5503
WISCONSIN	9919		5474

Description	ACNA Code(s)
ACNA(s)	BUL

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BULLSEYE TELECOM, INC.

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ILLINOIS, AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO AND AT&T WISCONSIN") and BullsEye Telecom, Inc. ("CLEC"). AT&T ILLINOIS, AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO AND AT&T WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS, AT&T INDIANA, AT&T WISCONSIN's service territory in the State(s) of Illinois, Indiana, Michigan, Ohio and Wisconsin.

WITNESSETH:

WHEREAS, AT&T ILLINOIS, AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO AND AT&T WISCONSIN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on December 19, 2001 (the "Agreement"); and

WHEREAS, AT&T ILLINOIS, AT&T INDIANA, AT&T MICHIGAN, AT&T OHIO AND AT&T WISCONSIN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

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

- 1. The term of the Plan shall be extended for two (2) years ending December 31, 2020.
- 2. AT&T shall reflect that name change only for the main billing account (header card) for each of the accounts previously billed to CARRIER. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, CARRIER affirms, represents, and warrants that its ACNA and OCN for these accounts have not changed from those previously used by CARRIER with AT&T as a result of said name change and that CARRIER is both entitled and authorized by the appropriate issuing authority to use those Company Code(s) (ACNA/CIC/OCN).
- 3. Once this Amendment is effective, CARRIER shall operate with AT&T under the CARRIER's New Legal Name for those accounts. Upon mutual agreement, and by way of example only, such operation may include, CARRIER submitting orders under CARRIER's New Legal Name, and labeling (including re-labeling equipment and facilities with CARRIER's New Legal Name. The changes in CARRIER's name(s), as shown in Exhibit A, including a change in the "d/b/a", or due to assignment or transfer of this/these Agreement(s) wherein only CARRIER's name is changing, and no CARRIER Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CARRIER Name Change under this Section. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s)

BULLSEYE TELECOM, INC. Version: 06/01/18

to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

- 4. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
- 5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
- 6. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: 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. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). The following section applies to all states and should not be deleted: However, for all states, the Amendment shall be implemented as of January 1, 2019 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2019, remedies are effective with February 2019 performance data which will be reported in March 2019 with remedies due being payable in April 2019.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/7/2019 12:56:43 PM

in

Case No(s). 19-1064-TP-NAG

Summary: Agreement Application of AT&T Ohio for Review and Approval of an Interconnection Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996. electronically filed by Richard T Howell on behalf of AT&T Ohio