The Public Utilities Commission of Ohio **TELECOMMUNICATIONS APPLICATION FORM**

(Effective: 10/01/2004) (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

	r of the Application of AT&T Ohio to standardize upgrade) nguage for several broadband services) Case No. 07-0792-TP-ZTA					
Regulatory C Contact Pers	Legistrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio Registrant(s) 150 E. Gay Street eb Address www.att.com Contact Person(s) Maryann H. Mackey Phone (216) 822-0086 Fax (216) 822-5722 Contact Person's Email Address mm4182@att.com on for Annual Report Michael R. Schaedler Phone (216) 822-8307 ontact Information Kathy Gentile-Klein Phone (216) 822-2395					
Motion for	protective order included with filing? □ Yes ■ No waiver(s) filed affecting this case? □ Yes ■ No [Note: waiver(s) tolls any automatic timeframe] Type (check all applicable): □ CTS (IXC) ■ ILEC □ CLEC □ CMRS □ AOS □ Other (explain)					
Case No. 99-9	form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in 098-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is <u>OT</u> to combine different types of filings, but if you do so, you must file under the process with the <u>longest</u> applicable review period.					
I. Please	indicate the reason for submitting this form (<i>check <u>one</u></i>)					
□ 1 (AAC)	· · · · · · · · · · · · · · · · · · ·					
□ 2 (ABN)	Abandonment of all Services					
2 (ACE)	□ a. CLEC (90-day approval, 10 copies) □ b. CTS (14-day approval, 10 copies) □ c. ILEC (NOT automatic, 10 copies)					
□ 3 (ACE)	New Operating Authority for providers other than CMRS (30-day approval, 7 copies); <i>for CMRS, see item No.15 on this page.</i> □ a. Switched Local □ b. Non-switched local □ c. CTS □ d. Local and CTS □ e. Other (explain)					
□ 4 (ACO)						
	LEC Application to Change Name (30-day approval, 10 copies)					
□ 6 (AEC)	Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)					
, ,	NOTE: see item 25 (CTR) on page two of this form for all other contract filings.					
	LEC Merger (30-day approval, 10 copies)					
□ 8 (ARB)	Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)					
□ 9 (ATA)	Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service					
	a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)					
	 □ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies) □ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with 					
	OCC for Tier 1 residential services (0-day filing, 10 copies)					
	□ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)					
	□ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)					
	□ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)					
	□ vi. Grandfather service (30-day approval, 10 copies)					
	□ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)					
	□ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below					
	□ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)					
□ 10 (ATC)	□ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies) Application to Transfer Certificate (30-day approval, 7 copies)					
□ 11 (ATR)	LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)					
□ 12 (ATW)	Application to Withdraw a Tier 1 Service					
_ (` ` ` ')	□ a. CLEC (60-day approval, 10 copies) □ b. ILEC (NOT automatic, 10 copies)					
□ 13 (CIO)	Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)					
□ 14 (NAG)						
□ 15 (RCC)						
□ 16(SLF)	Self-complaint Application					
	 □ a. CLEC only -Tier 1 (60-day automatic, 10 copies) □ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies) 					
□ 17 (UNC)	Unclassified (explain) (NOT automatic, 15 copies)					
■ 18 (ZTA)	Tariff Notification Involving only Tier 2 Services					
· ·)	NOTE: Notifications do not require or imply Commission Approval.					
	□ a. New End User Service (0-day notice, 10 copies)					
	■ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)					
10.51	□ c. Withdrawal of service (0-day notice, 10 copies)					
□ 19 Other	(explain) (NOT automatic 15 copies)					

THE FOLLOWING ARE TRF FILINGS ONLY, **NOT** NEW CASES (0-day notice, 3 copies)

- □ 20 Introduction or Extension of Promotional Offering
- □ 21 New Price List Rate for Existing Service
 - □ a. Tier 1 □ b. Tier 2
- □ 22 Designation of Registrant's Process Agent(s)
- □ 23 Update to Registrant's Maps
- □ 24 Annual Tariff Option For Tier 2 Services indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - □ Paper Tariff □ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

□ 25	Application to establish,	revise, or cancel	l an end-user	contract. (NOTE.	see item 6 on page	1 of this form for carr	ier-to-carrier	contract amendments)
	CTR Docket No		TP - CTR	(Use same	CTR number thre	oughout calendar	year)	

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
	[3]	Completed Service Requirements Form.
	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
	[3]	Brief description of service(s) proposed.
	[3a-b,3d]	Explanation of whether applicant intends to provide \square resold services, \square facilities-based services, or \square both resold and facilities-based services.
	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
	[3a-b,3d]	Description of the proposed market area.
	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following:
	[]	1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources.
		Describe internally generated sources of cash and external funds available to support the applicant's operations that
		are the subject of this certification application.
		2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial
		statements are based on a certain geographical area(s) or information in other jurisdictions
		3) Documentation to support the applicant's cash an funding sources.
	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and
		proposed service area.
	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable):
	[54 0,54]	□ interconnection agreement, □ retail tariffs, or □ resale tariffs.
	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of
	[54 0,54, 74(1 111)]	Customer receiving dial tone.
	[3a,3b,3d,	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
	9a,(i-iii)]	Turn sheet(s) listing the services and associated charges that must be paid prior to easterner receiving that tone (if approache).
	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed
	[54 0,54,0]	timeline for construction, interconnection, and offering of services to end users.
	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of
	[5 5,7,10 11,15]	fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
■	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
	[1,4,9,10-13,16-21]	Copy of superseded tariff sheets & price lists, marked as Exhibit B.
	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
•	[1-2,4-7,9,12-	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
	13,16,18-23,25]	Specify for each service affected whether it is ■ business; □ residence; or □ both. Also indicate whether it is a □ switched or ■ dedicated service. Include this information in either the cover letter or Exhibit C.
		uculcated service. Include this information in either the cover letter of Exhibit C.

 1	,
[1,2,4,9a(v-vi), 5,10,16,18(b-c),	Specify which notice procedure has been/will be utilized: □ direct mail; □ bill insert; ■ bill notation or □ electronic mail. NOTE:
21]	☐ Tier 1 price list increases must be within an approved range of rates.
,	□ SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
[2,4-5,9a(v),	Copy of real time notice which has been/will be provided to customers.
9b, 10,12-13,16,	NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
18(b-c),20-21]	The LET SELL STATE CONTROL OF COMMISSION CON
[1,2,5,9a(v),11-13,	Affidavit attesting that customer notice has been provided.
18, 21(increase	Annual with the stang that customer notice has been provided.
only)]	
[2,12]	Copy of Notice which has been provided to ILEC(s).
[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
[14]	The interconnection agreement adopted by negotiation or mediation.
[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority
	to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this
	Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio
	Secretary of State.
[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
[5,13]	New title sheet with proposed new company name.
[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from:
	http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
[1,3a-b,3d,7,	Maps depicting the proposed serving and calling areas of the applicant.
10,13, 23]	If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected
	on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large
	ILEC/CLEC territory, and listing the involved exchanges. • <i>Local calling areas</i> must be clearly reflected on an Ohio map
	attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all
	exchanges to which local calls can be made from each of those exchanges.
	If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): •
	Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the
	involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps
	for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography
	maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
	maps. These maps are the standard Topograpine Quadrangie maps, 7.5 minute 1.24,000.
	Other information requested by the Commission staff.
[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff:
	□ Paper Tariff □ Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- [x] Sales tax
- [x] Minimum Telephone Service Standards (MTSS)
- [x] Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

[x] 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- □ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- □ Emergency Services Calling Plan [Required if toll service provided]
- □ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- □ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- □ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- □ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- □ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathy Gentile-Klein Manager, Customer Complaints (216) 822-2395

45 Erieview Plaza Cleveland, Ohio 44114

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Maryann H. Mackey Sr. Director, Regulatory Affairs (216) 822-0086

45 Erieview Plaza Cleveland, Ohio 44114

<u>NOTE</u>: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: □)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions d/b/a AT&T Advanced Solutions, Inc., Cert. No. 90-5181, AT&T Communications of Ohio, Inc., Cert. No. 90-9000, Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304, McLang Cellular, LLC d/b/a Cingular, Cert. No. 90-5332, New Cingular Wireless PCS, LLC d/b/a Cingular, Cert. No. 90-5352, SBC Long Distance, LLC, d/b/a AT&T Long Distance, Cert. No. 90-6150, TCG Ohio, Inc., Cert. No. 90-9010, Wheeling Cellular Telephone Company d/b/a Cingular, Cert No. 90-5320, BellSouth Long Distance, Inc., Cert. No. 90-5734.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, AT&T Ohio, 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) 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 July 10, 2007 at Columbus, Ohio

/s/ Maryann H. Mackey

Sr. Director, Regulatory Affairs July 10, 2007

* 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, Maryann H. Mackey verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

/s/ Maryann H. Mackey

Sr. Director, Regulatory Affairs July 10, 2007

*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 (or to the Telecommunications Division Chief **if a prefiling** submittal)

180 East Broad Street, Columbus, OH 43215-3793





P.U.C.O. NO. 20
PART 6 SECTION 9

PART 6 - Central Office Services SECTION 9 - Other Central Office Services

Original Sheet No. 49.2

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

E. PRICES (cont'd)

3. Termination Charges (cont'd)

Customers will be permitted to upgrade from CSME Service to OPT-E-MAN $\!\!\!$ Service, without incurring Termination Charges, given all of the following conditions are met:

(N)

- The customer must issue a disconnect order for the existing CSME locations and place a new service order for OPT-E-MAN Service at the same locations. Termination Charges for CSME Service at the current locations will be waived.
- The term of the new OPT-E-MAN Service contract must be equal to or greater than the remaining time left on the existing CSME contract.
- The existing CSME Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.
- Upgrades are contingent on availability of fiber from premises to premises, and the availability of OPT-E-MAN Service in the serving area. Other Special Construction charges, as necessary, may apply.
- The customer's network configuration must remain the same (i.e. multipoint CSME to multipoint OPT-E-MAN). The number of OPT-E-MAN locations must be greater than or equal to the current number of CSME locations.
- A minimum of 50% of the connection speed for each individual connection must be maintained:
 - If customer has a 1 Gbps CSME connection, then customer must purchase a minimum 500 Mbps OPT-E-MAN connection
 - If customer has a 100 Mbps CSME connection, then customer must purchase a minimum 50 Mbps OPT-E-MAN connection
 - If customer has a 10 Mbps CSME connection, then customer must purchase a minimum 5 Mbps OPT-E-MAN connection

(N)

Issued: August 25, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

Effective: August 25, 2006

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P.U.C.O. NO. 20
PART 15 SECTION 1

PART 15 - Dedicated Communications Services SECTION 1 - General

4th Revised Sheet No. 25
Cancels
3rd Revised Sheet No. 25

R. TERM PAYMENT PLANS (cont'd)

In the event the billing is changed to meet point multiple billing and the customer chooses not to keep the TPP in effect, the customer can terminate the TPP and termination liability charges will not apply.

- (N)
- 1. With the written permission of the Company, the obligation to pay the TPP charges may be assumed by another customer if the service has not been terminated and if the other customer intends to continue using the service at the present location and actually continues such use. Such assumption of service does not relieve or discharge the original customer from remaining jointly or severally liable with the transferee for any and all obligations existing at the time of the transfer.
- (N)
 /1/
 |
 /1/
- 2. During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP becomes effective upon execution. Customers may also change from a Month-to-Month Payment Plan to an TPP. No credit for months under the previous TPP or under the month-to-month plan may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring Charges, as appropriate, will apply for changes to the customer's service. For example, if a customer converts to a higher speed service, nonrecurring charges will apply. The prices applicable for the new term are those currently in effect for new customers.
- 3. If a customer requests additional Primary Termination(s) and/or a Central Office Multiplexer Termination be added to an existing TPP, there are two methods available:
 - The addition(s) to the circuit may be added at the month-to-month or monthly extension price (if applicable) currently in effect, or
 - The addition(s) will be governed by the original TPP date of the circuit and will be billed at the then current tariff price for the TPP items being added for the TPP term length the customer originally specified.

A customer may combine both methods on the same circuit.

- 4. If a modification of use causes a service to be redesignated to an Access Service status, the remaining length of the contract continues to apply.
- /1/ Material formally appeared on 3rd Revised Sheet 24 of this Tariff.

Issued: November 20, 2002 Effective: November 21, 2002

In accordance with Opinion and Order in Case No. 93-487-TP-ALT, issued by the Public Utilities Commission of Ohio, dated April 27, 2000.

By James C. Smith, President, Columbus, Ohio



P.U.C.O. NO. 20
PART 15 SECTION 1

PART 15 - Dedicated Communications Services SECTION 1 - General

6th Revised Sheet No. 27
Cancels
5th Revised Sheet No. 27

R. TERM PAYMENT PLANS (cont'd)

Moves

During a TPP term a customer may move one Local Distribution Channel (LDC) of a Base Rate $^{/1}$, 128, 256 and 384, DS1, DS3 Service, GigaMAN $^{\otimes}$ (C) Service or FibreMAN SM Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Nonrecurring Charges, as appropriate, will apply.

<u>NRS</u> (C)

During a customer's TPP term, a customer may elect to include DS3, DS1, 128, 256 and 384 or a Base Rate Service into the customer's Network Reconfiguration Service (NRS) database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's Network Reconfiguration Service database requires that all nonrecurring charges applicable to the installation of the service apply.

/1/ Effective December 1, 2006, Term Payment Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

(N)

(N)

Issued: December 1, 2006

Effective: December 1, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio



SECTION PART 15

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services 6th Revised Sheet No. 62

OC-n POINT-TO-POINT SERVICE (cont'd)

F. PRICES (cont'd)

2. Payment Plans

Term Payment Plans

OC-n Point-to-Point Service is available under the Term Payment Plan (TPP) whereby customers must select either a 12, 36 or 60 month period. After the selected Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected. Refer to Term Payment Plans in Part 15, Section 1.

Single Payment Option (SPO)

A Single Payment Option is available for this service. Refer to Term Payment Plans - Single Payment Option in Part 15, Section 1.

3. Termination Charges

Termination Charges will apply to service terminated prior to the contracted period. The termination charge for all TPP terms for OC-nPoint-to-Point Service will be calculated as described in Termination Charges in Part 15, Section 1.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

4. Credit Allowance

A credit allowance will be given for interruptions in service. Refer to Credit Allowances in Part 15, Section 1.

1+1 Protection with Route Survivability and OC-n Point-to-Point Diversity

Any service interruption will result in a credit equal to one month's bill for the circuit involved. If the interruption occurs on a Local Distribution Channel without this option, normal terms and conditions for Credit Allowances as stated in Part 15, Section 1 will apply.

Issued: October 16, 2006 Effective: October 16, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

7th Revised Sheet No. 62 Cancels

(N)

(N)

(C)

(C)



P.U.C.O. NO. 20 PART 15 SECTION 3

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

7th Revised Sheet No. 81
Cancels
6th Revised Sheet No. 81

OC-n DEDICATED RING SERVICE (cont'd)

F. PRICES (cont'd)

2. Payment Plans

• Term Payment Plans

OC-n Dedicated Ring Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 36-month or 60-month period. If a node is added after the initial installation of the dedicated ring, the new node will carry the same TPP rate as the initial ring and be coterminus with that TPP. However, if a node is added during the last 12 months or less of a TPP, the customer will be billed the initial TPP ring rate for a minimum period of 12 months. After the selected Term Payment Plan period is satisfied, the prevailing prices of the current plan will continue until the customer cancels or renews the service. Refer to Term Payment Plans in Part 15, Section 1.

• Single Payment Option (SPO)

A Single Payment Option is available for this service. Refer to **Term** Payment **Plans - Single Payment Option** in Part 15, Section 1.

3. Termination Charges

Termination Charges will apply to service termination prior to the contracted period. The termination charge for all TPP terms for OC-n Dedicated Ring Service will be calculated as described in Term Payments Plans - Termination Charges in Part 15, Section 1.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

Logical changes in the ring (change in mapping content) are not considered to be a dedicated ring termination.

Existing customers with OC-n Point-to-Point Service may upgrade to OC-n Dedicated Ring Service (OC-3, OC-12 or OC-48 only) without termination charges.

Issued: June 12, 2006 Effective: June 12, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

(D)

(N)

(N)



P.U.C.O. NO. 20 PART 15 SECTION 3

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

2nd Revised Sheet No. 81.1
Cancels
1st Revised Sheet No. 81.1

OC-n DEDICATED RING SERVICE (cont'd)

F. PRICES (cont'd)

Termination Charges (cont'd)

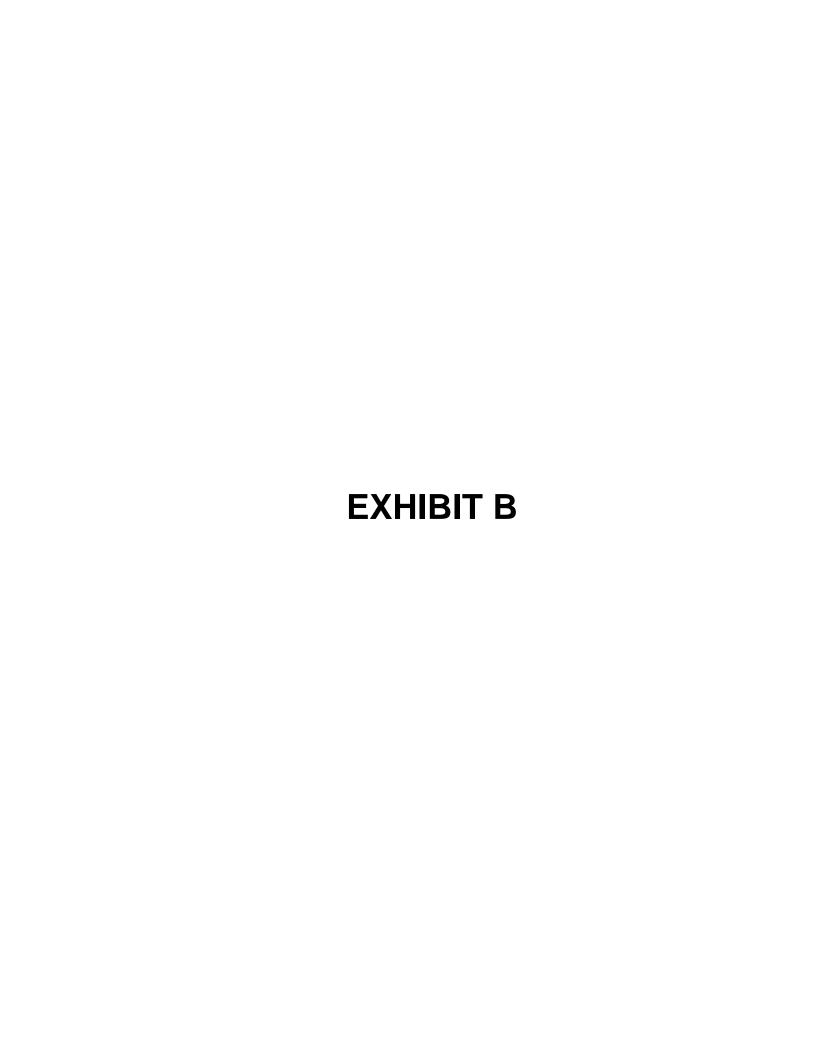
For OC-192 Dedicated Ring Service, customers with lower speed services may upgrade to OC-192 Dedicated Ring Service without incurring Termination Liability charges, providing the following criteria are met:

- The customer subscribes to a Term Pricing Plan period that is equal to, or greater than 36 months;
- The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- No lapse in service occurs;
- Nonrecurring Charges will apply, when applicable;
- The monthly rates for the new service(s) will be those rates in effect at the time the new service(s) is(are) installed;
- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- The original location of all nodes must be included in the new service;
- The billed monthly recurring revenue for each month of the first eighteen months of the new service is equal to or greater than the billed monthly recurring revenue for the last month of the services being converted;
- The customer agrees not to convert the new service Term Pricing Plan to a pricing plan with a lower rate for the period of eighteen months after the conversion; and
- Spare facilities and equipment must be available or a nonrecurring up-front payment, which is a Special Construction Charge, may apply.

Issued: March 25, 2004 Effective: March 25, 2004

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio



The Ohio Bell Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 6 - Central Office Services SECTION 9 - Other Central Office Services

Original Sheet 38.1

3. OPT-E-MAN® Service (cont'd)

(N)

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higherspeed service provided by the Company, without incurring Termination Charges, given all of the following conditions are met:

- An upgrade is considered an increase in speed or capacity when comparing OPT-E-MAN[®]
 Service to the new service.
- The customer must issue a disconnect order for the existing OPT-E-MAN Service and place a service order for the new higher-speed service at the same locations such that there is no more than 90 days overlap in service. Termination Charges for OPT-E-MAN Service at the current locations will be waived.
- The term of the new higher-speed service contract must be equal to or greater than the remaining time left on the existing OPT-E-MAN contract.
- The existing OPT-E-MAN Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.
- For customers upgrading from OPT-E-MAN to Customized Switched Metro Ethernet (CSME)
 Service, the number of CSME locations must be greater than or equal to the current number of OPT-E-MAN locations.

(N)

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 6 - Central Office Services SECTION 9 - Other Central Office Services 1st Revised Sheet 49.2 Cancels Original Sheet 49.2

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

E. Prices (cont'd)

3. Termination Charges (cont'd)

Customers will be permitted to upgrade from CSME Service to a higher-speed service provided (C) by the Company, without incurring Termination Charges, given all of the following conditions are (T) met:

- An upgrade is considered an increase in speed or capacity when comparing CSME Service to (N) the new service (N)

- The customer must issue a disconnect order for the existing CSME locations and place a service order for the new higher-speed service at the same locations such that there is no more then 90 days overlap in service^{/1/}. Termination Charges for CSME Service at the current locations will be waived. (C)

- The term of the new higher-speed service contract must be equal to or greater than the remaining time left on the existing CSME contract.

- The existing CSME Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.

(D) (D)

- For customers upgrading from CSME to OPT-E-MAN[®] Service, the customer's network configuration must remain the same (i.e. multipoint CSME to multipoint OPT-E-MAN). The number of OPT-E-MAN locations must be greater than or equal to the current number of CSME locations.
- For customers upgrading from CSME to OPT-E-MAN Service, a minimum of 50% of the connection speed for each individual connection must be maintained:
 - If customer has a 1 Gbps CSME connection, then customer must purchase a minimum 500 Mbps OPT-E-MAN connection
 - If customer has a 100 Mbps CSME connection, then customer must purchase a minimum 50 Mbps OPT-E-MAN connection
 - If customer has a 10 Mbps CSME connection, then customer must purchase a minimum 5 Mbps OPT-E-MAN connection
- /1/ The "90 day overlap in service" condition only applies to customers wishing to upgrade service (N) installed after July 10, 2007. (N)

Issued: July 10, 2007 Effective: July 10, 2007

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003,

Case No. 02-3069-TP-ALT.

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 1 - General

5th Revised Sheet 25 Cancels 4th Revised Sheet 25

R. Term Payment Plans (cont'd)

In the event the billing is changed to meet point multiple billing and the customer chooses not to keep the TPP in effect, the customer can terminate the TPP and termination liability charges will not apply.

- With the written permission of the Company, the obligation to pay the TPP charges may be
 assumed by another customer if the service has not been terminated and if the other customer
 intends to continue using the service at the present location and actually continues such use.
 Such assumption of service does not relieve or discharge the original customer from remaining
 jointly or severally liable with the transferee for any and all obligations existing at the time of the
 transfer.
- 2. During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service so long as any product-specific upgrade criteria are met (refer to the applicable product tariff), if the expiration date for the new service or TPP term (T) is beyond the end of the original TPP term. The new TPP becomes effective upon execution. Customers may also change from a Month-to-Month Payment Plan to an TPP. No credit for months under the previous TPP or under the month-to-month plan may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring Charges, as appropriate, will apply for changes to the customer's service. For example, if a customer converts to a higher speed service, nonrecurring charges will apply. The prices applicable for the new term are those currently in effect for new customers.
- 3. If a customer requests additional Primary Termination(s) and/or a Central Office Multiplexer Termination be added to an existing TPP, there are two methods available:
 - The addition(s) to the circuit may be added at the month-to-month or monthly extension price (if applicable) currently in effect, or
 - The addition(s) will be governed by the original TPP date of the circuit and will be billed at the then current tariff price for the TPP items being added for the TPP term length the customer originally specified.

A customer may combine both methods on the same circuit.

4. If a modification of use causes a service to be redesignated to an Access Service status, the remaining length of the contract continues to apply.

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 1 - General

7th Revised Sheet 27 Cancels 6th Revised Sheet 27

R. Term Payment Plans (cont'd)

Moves

During a TPP term a customer may move one Local Distribution Channel (LDC) of a Base Rate^{/1/}, 128, 256 and 384, DS1 or DS3 Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Nonrecurring Charges, as appropriate, will apply.

NRS

During a customer's TPP term, a customer may elect to include DS3, DS1, 128, 256 and 384 or a Base Rate Service into the customer's Network Reconfiguration Service (NRS) database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's Network Reconfiguration Service database requires that all nonrecurring charges applicable to the installation of the service apply.

/1/ Effective December 1, 2006, Term Payment Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

Issued: July 10, 2007 Effective: July 10, 2007 In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003,

Case No. 02-3069-TP-ALT.

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

8th Revised Sheet 62 Cancels 7th Revised Sheet 62

5. OC-n POINT-TO-POINT SERVICE (cont'd)

F. Prices (cont'd)

2. Payment Plans

• Term Payment Plans

OC-*n* Point-to-Point Service is available under the Term Payment Plan (TPP) whereby customers must select either a 12-, 36- or 60-month period. After the selected Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected. Refer to *Term Payment Plans* in Part 15, Section 1.

Single Payment Option (SPO)

A Single Payment Option is available for this service. Refer to *Term Payment Plans - Single Payment Option* in Part 15, Section 1.

3. Termination Charges

Termination Charges will apply to service terminated prior to the contracted period. The termination charge for all TPP terms for OC-*n* Point-to-Point Service will be calculated as described in *Termination Charges* in Part 15, Section 1.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

For service installed after July 10, 2007, customers will be permitted to move one Local Distribution Channel (LDC) of an OC-*n* Point-to-Point Service to another location in the same LATA during their TPP term and keep the TPP in force, provided no lapse in service occurs. The customer must have met a 12-month minimum in-service period at the old location and be liable for at least 12 months remaining at the new location. Nonrecurring charges, as appropriate, will apply.

(N)

(N)

/1/

/1/ Material now appears on Original Sheet 62.1 in this Section.

Issued: July 10, 2007

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

Original Sheet 62.1

5. OC-n POINT-TO-POINT SERVICE (cont'd)

(N)

/1/

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higherspeed service provided by the Company, without incurring Termination Charges, given the following conditions are met:

- an upgrade is considered an increase in speed or capacity when comparing OC-*n* Point-to-Point Service to the new service.
- the customer must issue a disconnect order for the existing OC-*n* Point-to-Point Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing OC-*n* Point-to-Point Service.
- the existing OC-*n* Point-to-Point Service must have been in service for a minimum period of 15 months for a 36-month contract or 18 months for a 60-month contract. (N)

4. Credit Allowance /1/

A credit allowance will be given for interruptions in service. Refer to *Credit Allowances* in Part 15, Section 1.

1+1 Protection with Route Survivability and OC-n Point-to-Point Diversity

Any service interruption will result in a credit equal to one month's bill for the circuit involved. If the interruption occurs on a Local Distribution Channel without this option, normal terms and conditions for *Credit Allowances* as stated in Part 15, Section 1 will apply.

/1/ Material formerly appeared on 7th Revised Sheet 62 in this Section.

Issued: July 10, 2007

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

8th Revised Sheet 81 Cancels 7th Revised Sheet 81

6. OC-n DEDICATED RING SERVICE (cont'd)

F. Prices (cont'd)

2. Payment Plans

<u>Term Payment Plans</u>

OC-*n* Dedicated Ring Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 36-month or 60-month period. If a node is added after the initial installation of the dedicated ring, the new node will carry the same TPP rate as the initial ring and be co-terminus with that TPP. However, if a node is added during the last 12 months or less of a TPP, the customer will be billed the initial TPP ring rate for a minimum period of 12 months. After the selected Term Payment Plan period is satisfied, the prevailing prices of the current plan will continue until the customer cancels or renews the service. Refer to *Term Payment Plans* in Part 15, Section 1.

Single Payment Option (SPO)

A Single Payment Option is available for this service. Refer to *Term Payment Plans - Single Payment Option* in Part 15, Section 1.

3. Termination Charges

Termination Charges will apply to service termination prior to the contracted period. The termination charge for all TPP terms for OC-*n* Dedicated Ring Service will be calculated as described in *Term Payments Plans – Termination Charges* in Part 15, Section 1.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

Logical changes in the ring (change in mapping content) are not considered to be a dedicated ring termination.

(D)

(D)

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

3rd Revised Sheet 81.1 Cancels 2nd Revised Sheet 81.1

6. OC-n DEDICATED RING SERVICE (cont'd)

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higherspeed Ring-based service provided by the Company, without incurring Termination Charges, given the following conditions are met: (N)

- an upgrade is considered an increase in speed or capacity when comparing OC-n Dedicated Ring Service to the new service.
- the customer must issue a disconnect order for the existing OC-n Dedicated Ring Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing OC-n Dedicated Ring Service.
- the existing OC-n Dedicated Ring Service must have been in service for a minimum period of 15 months for a 36-month contract or 18 months for a 60-month contract.

(N)

/1/

/1/ Material now appears on Original Sheet 81.1.1 in this Section.

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 3 - Base Rate through OC-n Services

Original Sheet 81.1.1

6. OC-n DEDICATED RING SERVICE (cont'd)

(N)

F. Prices (cont'd)

3. Termination Charges (cont'd)

(N) (C)/1/

(C) (T)

For customers upgrading from a lower speed OC-n Dedicated Ring Service to a higher speed OC-n Dedicated Ring Service, such an upgrade will be permitted without incurring Termination Liability charges, providing the following criteria are met:

• The customer subscribes to a Term Pricing Plan period that is equal to, or greater than 36

- The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- No lapse in service occurs;
- Nonrecurring Charges will apply, when applicable;
- The monthly rates for the new service(s) will be those rates in effect at the time the new service(s) is(are) installed;
- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- The original location of all nodes must be included in the new service;
- The billed monthly recurring revenue for each month of the first eighteen months of the new service is equal to or greater than the billed monthly recurring revenue for the last month of the services being converted;
- The customer agrees not to convert the new service Term Pricing Plan to a pricing plan with a lower rate for the period of eighteen months after the conversion; and
- Spare facilities and equipment must be available or a nonrecurring up-front payment, which
 is a Special Construction Charge, may apply.

/1/

/1/ Material formerly appeared on 2nd Revised Sheet 81.1 in this Section.

The Ohio Bell Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services
SECTION 4 - Extension Services of Customer Networks

Original Sheet 9.2.1

1. GIGAMAN® SERVICE (cont'd)

(N)

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higherspeed service provided by the Company, without incurring Termination Charges, given the following conditions are met:

- an upgrade is considered an increase in speed or capacity when comparing GigaMAN Service to the new service.
- the customer must issue a disconnect order for the existing GigaMAN Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing GigaMAN Service.
- the existing GigaMAN Service must have been in service for a minimum period of 12 months for a 24-month contract, 15 months for a 36-month contract or 18 months for a 60-month contract. Existing GigaMAN Service with 12-month contracts will not be eligible for this Upgrade option.

(N)

The Ohio Bell Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20 TFA No. OH-07-16812

PART 15 - Dedicated Communications Services SECTION 4 - Extension Services of Customer Networks

Original Sheet 20.2

2. FIBREMAN® SERVICE (cont'd)

(N)

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higher-speed service provided by the Company, without incurring Termination Charges, given the following conditions are met:

- an upgrade is considered an increase in speed or capacity when comparing FibreMAN Service to the new service.
- the customer must issue a disconnect order for the existing FibreMAN Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing FibreMAN Service.
- the existing FibreMAN Service must have been in service for a minimum period of 12 months for a 24-month contract, 15 months for a 36-month contract or 18 months for a 60-month contract. Existing FibreMAN Service with 12-month contracts will not be eligible for this Upgrade option.

(N)

Exhibit C

AT&T Ohio hereby revises Part 6 - Section 9, Part 15 - Section 1, Part 15 - Section 3, and Part 15 - Section 4 of its AT&T Ohio Tariff P.U.C.O No. 20 to standardize the upgrade language for GigaMAN® Service, FibreMAN® Service, OPT-E-MAN® Service, CSME Service, OC-n Point to Point Service, and OC-n Dedicated Ring Service, and to standardize the move language for OC-n Point to Point Service. Standard upgrade language allowing customers to upgrade to a higher-speed service offered by the Company for all services listed above, without incurring Termination Charges, given certain conditions are met with the upgrade, will be added to the tariff. Standard language allowing customers to move one end of a OC-n Point-to-Point Service to a new location without incurring Termination Charges, given certain conditions are met with the move, will also be added.

These changes do not impact the service of current customers. These changes only impact installations made subsequent to July 10, 2007, thus, no customer notification is necessary.

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in

Case No(s). 07-0792-TP-ZTA, 90-5032-TP-TRF

Summary: Tariff to standardize the upgrade and move language for several non-residence broadband service offerings electronically filed by Maryann Mackey on behalf of AT&T Ohio