

FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
 (Effective: 10/26/2007)  
 (Pursuant to Case No. 06-1345-TP-ORD)

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

TRF Docket No. 90-\_\_\_\_\_  
 Case No. 08 - 0007 -TP -NAG  
 NOTE: Unless you have reserved a Case # or are filing a Complaint, 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 Street., Room 4-C, Columbus, Ohio 43215  
 Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly  
 Regulatory Contact Person's Email Address jk2961@att.com  
 Contact Person for Annual Report Michael R. Schaedler

Phone 614-223-7928 Fax 614-223-5955  
 Phone 216-822-8307  
 Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114  
 Consumer Contact Information Kathy Gentile-Klein  
 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.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
 Technician T/M Date Processed 1/31/2008

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
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 III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC 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 (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_ (Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, Jon F. Kelly,  
verify that I have utilized the Telecommunications Application Form for Routine 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)  - General Attorney (Date) January 2, 2008

..\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application	)	
For Approval Of An Agreement Amendment	)	
Between AT&T Ohio and	)	Case No. 08-0007-TP-NAG
FiberNet of Ohio, 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 January 2, 2008 ("the Amendment") to the agreement between AT&T Ohio and FiberNet of Ohio, LLC., dated January 27, 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 replaces the performance measures and remedies provisions in the Agreement.

The Agreement was approved by the Commission on May 3, 2005 in Case No. 05-172-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

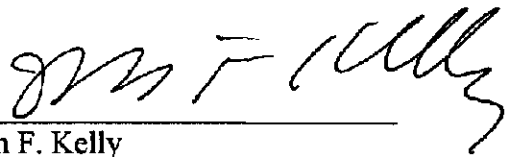
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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T Ohio

By:



Jon F. Kelly

AT&T Ohio

150 E. Gay St., Rm. 4-A

Columbus, OH 43215

(614) 223-7928

Its Attorney

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
FIBERNET OF OHIO, LLC**

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company<sup>1</sup> d/b/a AT&T Ohio ("AT&T") and FiberNet of Ohio, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Ohio.

**WITNESSETH:**

**WHEREAS**, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated January 27, 2005 (the "Agreement"); and

**WHEREAS**, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

**WHEREAS**, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision 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 for purposes of this paragraph 2.
3. 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. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be

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

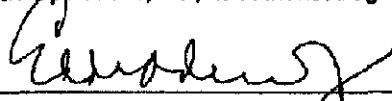
accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. Based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

FiberNet of Ohio, LLC

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

By: 

By: 

Printed: David R. Armentrout

Printed: Eddie A. Reed.

Title: President  
(Print or Type)

Title: Director-Contract Management

Date: Dec. 10, 2007

Date: 1.2.08

UNE and Switch Based AECN - 9881

ACNA - FET



# **APPENDIX PERFORMANCE MEASUREMENTS**

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## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILEC as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and State Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approval in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Performance Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the Parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.
- 1.6 **AT&T MIDWEST REGION 5-STATE's** agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE's** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Measurements Plan agrees that **AT&T MIDWEST REGION 5-STATE's** performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE's** right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
- Illinois – 83 IL. Administrative Code Part 731
  - Indiana – Cause No. 41657
  - Michigan – Case No. U-11830
  - Ohio – Case No. 00-942-TP-COI
  - Wisconsin – 6720-TI-198 (Performance Measurements only)
  - Wisconsin - AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 of the AT&T Midwest Remedy Plan.