

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of AT&T Ohio)
to Withdraw Part 2 Section 10, Minimum Telephone Service)
Standards (MTSS) Recourse Credits)
)

TRF Docket No. 90-5032-TP-TRF

Case No. 08-527-TP-ATA

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

Name of Registrant(s) AT&T Ohio

DBA(s) of Registrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio

Address of Registrant(s) 150 East Gay Street, Columbus OH 43215

Company Web Address www.att.com

Regulatory Contact Person(s) Susan Drombetta

Phone 614 223-8184

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Regulatory Contact Person's Email Address sd2957@att.com

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Phone 216 822-8307

Address (if different from above) 45 Erieview Plaza, Suite 1500, Cleveland OH 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216 822-2395

Address (if different from above) 45 Erieview Plaza, Suite 1500, Cleveland OH 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 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
Tier 1 Regulatory Treatment				
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)		
Tier 2 Regulatory Treatment				
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	

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)
Procedural				
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 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (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 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers 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)	
Other* (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, AT&T Ohio, 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) April 18, 2008 at (Location) Columbus, Ohio

*(Signature and Title)

Susan Drombetta

Area Manager

(Date) April 18, 2008

- 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, Susan Drombetta, 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)

Susan Drombetta

Area Manager

(Date) April 18, 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

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS

1. General MTSS Recourse Credits Terms and Conditions

- 1.1 This MTSS Recourse Tariff is subject to the Commission's authority. The meaning of particular sections of this MTSS Recourse Tariff have been determined by the Commission. Refer to the Commission's Entry issued in Case Nos. 00-1265-TP-ORD, In the Matter of the Amendment of the Minimum Telephone Service Standards as Set Forth in Chapter 4901:1-5 of the Ohio Administrative Code, and 97-1729-TP-ATA, In the Matter of the Application of Ameritech Ohio for Authority to Amend its Tariff, for the Commission's interpretation of the language in this tariff. (T)
- 1.2 The respective rights and obligations of a telecommunications carrier^{/1/} and the Company with respect to the application of Rules 4901:1-5-02(G) and 4901:1-5-16 of the minimum telephone service standards ("MTSS") for Telecommunications Services as provided by the Commission shall be as provided in this section. The MTSS Credits provided under this section shall apply only to those regulated intrastate Telecommunications Services (i) the Company provides to the telecommunications carrier on the specific terms and conditions set forth in Part 22, (ii) the telecommunications carrier provides to its end user Customers by accessing one (1) or more Company unbundled Network Elements on the specific terms and conditions set forth in Part 19 and (iii) as ordered by the Commission, any products and services the Company provides to the telecommunications carrier pursuant to an effective Section 251/252 agreement if such agreement does not explicitly set forth terms and conditions to determine whether the Company has failed to comply with Rule 4901:1-5-02(G), in each case that is eligible for an MTSS Credit as provided by the MTSS. References herein to paragraphs shall be deemed to be references to paragraphs of this Part 2, Section 10 unless the context shall otherwise require. (T)

/1/ For purposes of this section, a "telecommunications carrier" is defined as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio (the "Commission").

Issued: January 23, 2002

Effective: January 23, 2002

In accordance with the Entry on Rehearing in Case No. 00-1265-TP-ORD, issued by The Public Utilities Commission of Ohio on September 13, 2001.

By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 1

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

1. General MTSS Recourse Credits Terms and Conditions (cont'd)

- 1.3 Subject to the Commission's interpretation of this section, whether the Company has provided adequate support (as set forth in Rule 4901:1-5-02(G) of the MTSS) to a telecommunications carrier shall be determined as provided in this section. (T)
- 1.4 For purposes of this section, an "MTSS Credit" shall mean individually and collectively a Service Interruption Credit, New Service Installation Charge Credit, Installation Appointment Waiver, Repair Appointment Credit, and Listing Credit. To be eligible for an MTSS Credit, a telecommunications carrier must provide to the Company a complete MTSS Credit Claim as provided in paragraph 7.1 and within the timeframes set forth in paragraph 8.1.
- 1.5 In addition to the other terms, conditions and restrictions contained in this section, a telecommunications carrier shall only be entitled to receive an MTSS Credit if that carrier has purchased a service or product from the Company and such service or product is used by the telecommunications carrier to directly furnish Local Service to its end-user Customer and such end-user Customer has received the appropriate credit or waiver with respect to such Local Service from the claiming telecommunications carrier in accordance with Rule 4901:1-05-16(A), (B), (D), (E), or (F) of the MTSS. (T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 2

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

1. General MTSS Recourse Credits Terms and Conditions (cont'd)

- 1.6 A telecommunications carrier shall not request an MTSS Credit from the Company unless (i) the telecommunications carrier's end-user Customer is entitled to and receives a credit or waiver pursuant to Rule 4901:1-05-16(A), (B), (D), (E), or (F) of the MTSS and (ii) the telecommunications carrier is permitted to make a claim for recourse under Rule 4901:1-5-02(G) of the MTSS, as provided in the MTSS and this section. Further, with respect to each MTSS Credit Claim submitted to the Company by a telecommunications carrier, the telecommunications carrier represents and warrants to the Company at the time the telecommunications carrier submits such claim to the Company that the information provided to the Company pursuant to paragraph 7.1 shall be a true and correct calculation of the amount of the recourse credit due the telecommunications carrier based on information known to the telecommunications carrier and information the telecommunications carrier has received from its end-user Customer and relied upon for substantiation of the requested recourse under Rules 4901:1-5-02(G) and 4901:1-5-16 of the MTSS, as provided in this section. If the telecommunications carrier becomes aware of any inaccuracy or omission in a previously submitted MTSS Credit Claim, the telecommunications carrier shall notify the Company of such inaccuracy or omission in accordance with the method described in paragraph 7.1.1 within five (5) Business Days of becoming aware of such inaccuracy or omission and identify in such notice any inaccuracy or omission on a per-Claim Reference Number basis. (T) (T) (T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 3

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

2. Service Interruption Credit

2.1 General

The terms and conditions of this paragraph 2 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for a service interruption as specifically required by Rule 4901:1-5-16(A) and (B) of the MTSS. Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for a service interruption under Rule 4901:1-5-02(G) of the MTSS (a "Service Interruption Credit") based on the Company's failure to provide adequate support to the telecommunications carrier if the conditions set forth in paragraphs 2.2 through 2.4 and 2.6 through 2.9, inclusive, and 8.1, have been met.

(T)

(T)

2.2 Interruption Defined

A telecommunications carrier's end-user Customer must have experienced an Interruption with respect to a Local Service. For purposes of this section, an "Interruption" shall mean that the carrier's end-user Customer cannot either (i) place outgoing calls or (ii) receive incoming calls and, in each case, such loss of functionality is caused in part by the Company's facilities.

(D)

(D)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 4

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

2. Service Interruption Credit (cont'd)

2.3 Cause of Interruption

The Interruption must have been caused (in whole or in part) by the Company's facilities and not by (i) a negligent or willful act or omission by the telecommunications carrier's end-user Customer, or (ii) any Customer-provided telephone equipment (including inside wiring), or (iii) military action, insurrections, war, riots or strikes, or (iv) other circumstances under which the Commission determines that the Company should not be held responsible for the recourse credits required by Rule 4901:1-5-16(A) and (B) of the MTSS. (T)

2.4 Denial of Access

The Interruption must not have been extended by the Company's inability to gain access to the telecommunications carrier's end-user Customer's premises due to the end-user Customer missing a Repair Appointment. If an Interruption is extended because of an end-user Customer missed Repair Appointment, the Company shall only be responsible for any applicable Service Interruption Credit prior to the date and time of such missed Repair Appointment (i.e., the Interruption Interval (as defined in paragraph 2.8) shall conclude as of the date and time of the missed Repair Appointment); provided, however, that denial of access shall not limit the Company's responsibility for any applicable Service Interruption Credit that may be owed prior to the time the Company was denied access (e.g., denial of access to the Company forty-eight (48) hours after an Interruption occurs would not, by itself, limit the Company's responsibility for any applicable credits due under paragraph 2.9.1(A) prior to such denial of access). (T)

2.5 Documentation and Justification of Exceptions

Upon the request of the telecommunications carrier, the Company will provide the telecommunications carrier appropriate documentation and justification for any Service Interruption Credit the Company denies based on the exceptions set forth in paragraphs 2.3 and 2.4.

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In accordance with the Entry on Rehearing in Case No. 00-1265-TP-ORD, issued by The Public Utilities Commission of Ohio on September 13, 2001.

By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 5

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 6

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

2. Service Interruption Credit (cont'd)

2.6 Trouble Screening

Prior to notifying the Company of any Interruption, the telecommunications carrier shall have, if technically possible, performed trouble screening sufficient to determine whether the trouble is located on the end-user Customer premises or in the Company's network.

2.7 Notice of Interruption

2.7.1

- (A) After receipt of notice of an Interruption from its end-user Customer and completion of trouble screening as required by paragraph 2.6, the telecommunications carrier shall notify the Company of such Interruption through the "Maintenance Interface" described in paragraph 2.7.1(B) below.

(N)

Issued: February 8, 2000

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In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 6

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 7

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

2.7.1 (cont'd)

(B) The Company will provide access to, and the telecommunications carrier shall use, an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). The Maintenance Interface provides the telecommunications carrier the ability to report Interruptions and other troubles on Company Plain Old Telephone Services (POTS) circuits directly to the Company's Trouble Tracking Systems. The Maintenance Interface will also provide the telecommunications carrier automatic status information on the ticket as it is being worked.

The Company currently offers two methods of accessing the electronic maintenance interface: (1) an application to application interface or (2) a web-based graphic user interface (GUI) (each, the "Maintenance Interface").

The application to application connection is designed for the telecommunications carrier that has its own trouble management system and allows the ticket information to be entered once and then electronically submitted into both the Company's trouble management systems and the telecommunications carrier's system. The telecommunications carrier uses a dedicated link to send/receive trouble ticket information between its systems and the Company's using CMIP (Common Management Information Protocol).

The web-based GUI is designed for the telecommunications carrier that does not have its own trouble management system or chooses not to use the above method. The telecommunications carrier enters trouble ticket information into the Company's trouble management systems via a web-based GUI by dialing into an Internet Service Provider and using a web browser.

(N)

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In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 7

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 8

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

2.7.1 (cont'd)

C. The Company will also accept submission of a notice of Interruption by facsimile from a telecommunications carrier for ninety (90) days after the serving carrier is operational or until the serving carrier is connected electronically to the Company's Maintenance Interface, whichever comes first. The Company will provide the appropriate facsimile number for the submission of Interruption notices and may change the facsimile telephone number used by the telecommunications carrier upon 30 days notice. Failure by a telecommunications carrier to transmit a notice of Interruption to the telephone number provided for such purpose relieves the Company of recourse liability until a notice of Interruption is received at the appropriate facsimile number. The Company may impose a charge for the transmission of Interruption notices by facsimile as set forth in Part 22 or Part 19, as applicable.

2.7.2 In its notification to the Company described in paragraph 2.7.1, the telecommunications carrier must provide the Company all information required by the Maintenance Interface but shall, in order to commence the Interruption Interval described in paragraph 2.8, specifically provide, at a minimum, the following information for each line that is subject to an Interruption:

- Location Address
- Location Access Hours
- Location Contact Person
- Circuit ID/telephone number (actual number subject to the Interruption, not just the billing telephone number)
- Telecommunications Contact Person, Work Center and Telephone Number
- Trouble Type/Description

(N)

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By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 8

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 9

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

2.7.3 A telecommunications carrier is entitled to one Service Interruption Credit per Interruption occurrence per end-user Customer, and multiple reports of the same Interruption occurrence for that end-user Customer shall not be eligible for an additional Service Interruption Credit. However, nothing in this paragraph 2.7.3 shall preclude a telecommunications carrier from requesting a Service Interruption Credit for repeat Interruptions of the same line.

2.8 Calculation of Interruption

For purposes of calculating any Service Interruption Credit claimed to be owed by the Company to a telecommunications carrier, the time at which an Interruption shall be deemed to have commenced shall be the time at which the Company first receives (i) a complete notice of the Interruption from the telecommunications carrier through the Maintenance Interface that contains all the necessary information required by paragraph 2.7.2 or (ii) notice through its internal systems of such Interruption. An Interruption shall be measured on a continuous basis (including Saturdays, Sundays and holidays) from the time the Company is deemed to have first received notice until (subject to paragraph 2.4) the time specified on the Company's records that such Interruption has been cleared (such time period referred to as the "Interruption Interval").

(N)

Issued: February 8, 2000

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In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 9

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit

- 2.9.1 If (i) paragraphs 2.2 through 2.7 have been satisfied, (ii) the telecommunications carrier has given its Customer a credit pursuant to Rule 4901:1-5-16(A) and (B) of the MTSS and (iii) the telecommunications carrier has provided to the Company the information required by paragraph 7.1, then the Company shall, subject to paragraph 2.9.2, credit the telecommunications carrier an amount equal to the lesser of (x) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) and (y): (T)
- (A) If the Interruption Interval exceeds twenty-three hours and forty-five minutes (23:45) but is less than or equal to forty-seven hours and forty-five minutes (47:45), the pro-rata portion (i.e., as applicable, one-thirtieth (1/30) or two-thirtieths (2/30)), of the monthly recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 11

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit (cont'd)

2.9.1 (cont'd)

- (B) If the Interruption Interval exceeds forty-seven hours and forty-five minutes (47:45) but is less than or equal to seventy-one hours and forty-five minutes (71:45), one-third (1/3) of one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or
- (C) If the Interruption Interval exceeds seventy-one hours and forty-five minutes (71:45) but is less than or equal to ninety-five hours and forty-five minutes (95:45), two-thirds (2/3) of one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or
- (D) If the Interruption Interval exceeds ninety-five hours and forty-five minutes (95:45), one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption.

The amount of any Service Interruption Credit shall be calculated based on the end-user Customer's Local Services that have been provisioned at the time the applicable Interruption commenced.

(N)

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By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 11

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit (cont'd)

2.9.2 If the Local Services that a telecommunications carrier provides its end-user Customer are provided on a "bundled basis" (i.e., each Local Service provided does not have its own individual rate but instead multiple Local Services are provided at a single rate) and such end-user Customer's bill does not specifically identify the charges associated with each Local Service, the recurring monthly charges that the telecommunications carrier charges its end-user Customer for a given Local Service for purposes of calculating the amount of the Service Interruption Credit claimed in paragraph 2.9.1, shall be the lower of (i) the rate for such individual Local Service set forth in the telecommunications carrier's effective tariff(s), and (ii) the charge(s) paid by such end-user Customer for the bundled Local Services (and not the sum of each individual Local Service provided to such end-user Customer).

3. New Service Installation Charge Credit

3.1 General

The terms and conditions of this paragraph 3 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for failure to install New Service as specifically required by Rule 4901:1-5-16(D) of the MTSS. (T)
Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for failure to install New Service under Rule 4901:1-5-02(G) of the MTSS (a "New Service Installation Charge Credit") based on the Company's failure to provide adequate support to a telecommunications carrier if the conditions set forth in paragraphs 3.1 through 3.5, inclusive, and 8.1, have been met. (T)

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EXHIBIT A SHEET 12

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

3. New Service Installation Charge Credit (cont'd)

3.2 New Service Defined

For purposes of this section, "New Service" shall mean the Telephone Exchange Service provided by the telecommunications carrier to its end-user Customer through (i) Resale Services or (ii) access to one (1) or more Company unbundled Network Elements that is provided to that end-user Customer, in each case provided either pursuant to Parts 19 or 22 or the Company/telecommunications carrier's Section 251/252 agreement, as applicable. In evaluating a telecommunications carrier's request for a New Service Installation Charge Credit pursuant to Rules 4901:1-5-02(G) and 4901:1-5-16(D), the Company shall apply the same principles (i.e., application of exceptions, definition of "Business Day" and deemed receipt of a Service Order) that the Company applies to its retail Customers. For purposes of calculating a New Service Waiver, the term "Business Day" shall mean Monday through Friday, excluding holidays on which the Company does not provision New Service.

(T)

3.3 Receipt of New Service Requests

Subject to the other limitations set forth in this paragraph 3, for purposes of determining whether the Company has complied with the New Service installation intervals set forth in paragraph 3.4, the Company shall be deemed to have received a request for New Service (a "New Service Request") from a telecommunications carrier:

- (A) on and at the start of the Business Day the Company receives a Service Order that contains all the necessary information sufficient to process such order for New Service from the telecommunications carrier, if (i) such Service Order was submitted to the Company via the Company's electronic ordering interface (the "Provisioning EI") before 3:00 p.m. EST on that Business Day or (ii) the Provisioning EI is available and able to receive the Service Order but the telecommunications carrier chooses to submit such Service Order to the Company as permitted in Parts 19 or 22 or its Section 251/252 agreement, if and as applicable, via a means other than the Provisioning EI before 12:00 Noon EST on that Business Day; and/or

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EXHIBIT A SHEET 13

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 14

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

3. New Service Installation Charge Credit (cont'd)

3.3 Receipt of New Service Requests (cont'd)

(B) on and at the start of the next Business Day after the Company's receipt of a Service Order that contains all the necessary information sufficient to process such order for New Service from the telecommunications carrier, if (i) such Service Order was received by the Company after 3:00 P.M. EST on a given Business Day via the Provisioning EI or (ii) if the Provisioning EI is available and able to receive the Service Order but the telecommunications carrier chooses to submit such Service Order to the Company as permitted in Parts 19 or 22 or its Section 251/252 agreement, if and as applicable, via a means other than the Provisioning EI, after 12:00 Noon EST on a given Business Day.

New Service shall be deemed to be installed on the date and at the time evidenced on the Company's records. If the Company receives a Service Order from a telecommunications carrier that does not contain all the necessary information sufficient to process that order, the Company may reject that Service Order and return it to the telecommunications carrier within one (1) Business Day after the Company's receipt of such order and shall include with such rejection an explanation as to why such order was rejected. Service Orders rejected in error shall not interrupt the applicable New Service installation interval.

(N)

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EXHIBIT A SHEET 14

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

3. New Service Installation Charge Credit (cont'd)

3.4 Installation Intervals and Amount of New Service Installation Charge Credit

- (A) If (i) the Company fails to install New Service by (x) the fifth (5) Business Day after the Company is deemed to have received a New Service Request from the telecommunications carrier, as provided in paragraph 3.3, or (y) the telecommunications carrier's requested installation date, if such requested date is greater than five (5) Business Days after the Company has received a New Service Request from such telecommunications carrier that requests such later installation date, (ii) the telecommunications carrier has provided its end-user Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-16(D) of the MTSS and (iii) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall, subject to paragraph 3.5, credit the telecommunications carrier an amount equal to the lesser of (1) fifty percent (50%) of the nonrecurring installation charges that the telecommunications carrier would have charged or did charge its end-user Customer with respect to such installation, as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that the telecommunications carrier has waived or credited such end-user Customer on account of such missed interval (whether in the form of a credit or waiver on such end-user Customer's bill or in the form of a direct payment). (T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 15

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

3. New Service Installation Charge Credit (cont'd)

3.4 Installation Intervals and Amount of New Service Installation Charge Credit (cont'd)

- (B) If (i) the Company fails to install New Service by (x) the tenth (10) Business Day after the Company is deemed to have received a New Service Request from the telecommunications carrier, as provided in paragraph 3.3, or (y) the telecommunications carrier's requested installation date, if such requested date is greater than ten (10) Business Days after the Company has received a New Service Request from such telecommunications carrier that requests such later installation date, (ii) the telecommunications carrier has provided its end-user Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-16(D) of the MTSS and (iii) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall, subject to paragraph 3.5, credit the telecommunications carrier an amount equal to the lesser of (1) one hundred percent (100%) of the nonrecurring installation charges that the telecommunications carrier would have charged or did charge its end-user Customer with respect to such installation, as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that the telecommunications carrier has waived or credited such end-user Customer on account of such missed interval (whether in the form of a credit or waiver on such end-user Customer's bill or in the form of a direct payment).

(T)

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EXHIBIT A SHEET 16

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

3. New Service Installation Charge Credit (cont'd)

3.5 Limitations on New Service Installation Charge Credit

Notwithstanding anything to the contrary set forth in paragraph 3.4, the Company shall not be liable to a telecommunications carrier for a New Service Installation Charge Credit if:

- (A) the request for New Service involves special equipment or special services pursuant to Rule 4901:1-5-16 (D); or
- (B) the request for New Service is in an undeveloped area where no facilities exist; or
- (C) the request for New Service does not meet applicable Company or telecommunications carrier tariff requirements or the requirement of the Company/telecommunications carrier's Section 251/252 agreement; or
- (D) in the case of New Service provisioned through access to one (1) or more Company unbundled Network Elements, the telecommunications carrier has not established unbundled Local Switching and/or Collocation necessary to access such requested loop at the time of such New Service Request, or
- (E) in the case of New Service provisioned through access to one (1) or more Company unbundled Network Elements, the telecommunications carrier requested a new conversion time that is outside of the applicable interval(s) set forth in paragraph 3.4 of this section; provided that if the requested new conversion time is greater than five (5) Business Days from the originally requested installation date, such request shall be deemed a request for New Service subject to the terms of this paragraph 3; or

(T)

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EXHIBIT A SHEET 17

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

2nd Revised Sheet No. 18
Cancels
1st Revised Sheet No. 18

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

3. New Service Installation Charge Credit (cont'd)

3.5 Limitations on New Service Installation Charge Credit (cont'd)

(F) the circumstances underlying a New Service installation or application (e.g., the telecommunications carrier's end-user Customer misses an appointment or its facilities are not ready or the Company was unable to gain access at the time of the installation appointment) render compliance with the intervals set forth in paragraph 3.4 unreasonable. The ultimate determination of the reasonableness of the circumstances will be made by the Commission.

4. Installation Appointment Waiver and Repair Appointment Credit

4.1 General

The terms and conditions of this paragraph 4 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for a missed (i) scheduled on-premises installation appointment for regulated services, as specifically required by Rule 4901:1-5-16(E)(1) of the MTSS (an "Installation Appointment") or (ii) scheduled on-premises repair appointment or an outside repair commitment, as specifically required by Rule 4901:1-5-16(E)(2) of the MTSS (a "Repair Appointment"). Subject to the Commission's interpretation of this section, a telecommunications carrier may bring a claim for recourse against the Company for a missed Installation Appointment or a Repair Appointment under Rule 4901:1-5-02(G) of the MTSS (an "Installation Appointment Waiver" and a "Repair Appointment Credit", respectively) based on the Company's failure to provide adequate support to the telecommunications carrier if the conditions set forth in paragraphs 4.2 through 4.6, inclusive, and paragraph 8.1, have been met.

4.2 Appointment Window

The Company shall schedule, on a non-discriminatory basis, Installation Appointments and Repair Appointments within a four-hour window (as applicable, the "Appointment Window") as determined by the Company.

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EXHIBIT A SHEET 18

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

4. Installation Appointment Waiver and Repair Appointment Credit (cont'd)

4.3 Evidence of Appointments

Whether an Installation Appointment or a Repair Appointment has been met shall be as evidenced by the records of the Company and the telecommunications carrier.

4.4 Limitations on Installment Appointment Waiver Credit

(T)

Notwithstanding anything to the contrary contained in this section, the Company shall not be liable to a telecommunications carrier for an Installation Appointment Waiver if:

(C)

(A) The Company has provided the telecommunications carrier at least twenty-six (26) hours advance notice (telephonic or via an electronic interface) of its inability to meet an Installation Appointment; or

(T)

(B) The telecommunications carrier has provided its end-user Customer at least twenty-four (24) hours advance notification of the inability to meet an Installation; or

(T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 19

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

1st Revised Sheet No. 20
Cancels
Original Sheet No. 20

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

4. Installation Appointment Waiver and Repair Appointment Credit (cont'd)

4.4 Limitations on Installation Appointment Waiver Credit (cont'd)

(T)

(C) the effects of a natural disaster prohibit (i) the Company from providing such twenty-six (26) hour advance notice to the telecommunications carrier or (ii) the telecommunications carrier from providing such twenty-four (24) hour advance notice to its end-user Customer, of the inability to meet an Installation Appointment.

(T)

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EXHIBIT A SHEET 20

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

4. Installation Appointment Waiver and Repair Appointment Credit (cont'd)

4.5 Amount of Installation Appointment Waiver

If (i) the Company fails to meet an Installation Appointment within the scheduled Appointment Window, (ii) the telecommunications carrier has provided its end-user Customer such waiver or a credit pursuant to Rule 4901:1-5-16(E)(1) of the MTSS and (iii) the telecommunications carrier has provided the Company with the information required by paragraph 7.1, then the Company shall credit the telecommunications carrier an amount equal to the lesser of (iv) fifty percent (50%) of the regulated nonrecurring installation charges associated with such Installation Appointment, as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such Installation Appointment and (v) the actual amount that the telecommunications carrier has waived or credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such missed Installation Appointment. (T) (T) (T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 21

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

4. Installation Appointment Waiver and Repair Appointment Credit (cont'd)

4.6 Amount of Repair Appointment Credit

If (i) the Company fails to meet a Repair Appointment within the scheduled Appointment Window, (ii) the telecommunications carrier has provided its end-user Customer such credit pursuant to Rule 4901:1-5-16(E)(2) of the MTSS and (iii) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall credit the telecommunications carrier an amount equal to the lesser of (x) fifty percent (50%) of one (1) month's recurring charges that the telecommunications carrier charges such end-user Customer for each Local Service rendered inoperative by virtue of such missed appointment, as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such Repair Appointment and (y) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such missed Repair Appointment. Notwithstanding the foregoing, if the telecommunications carrier provides its end-user Customer Local Service on a bundled basis and that end-user Customer requested and was provided a Repair Appointment Credit, the recurring charges owed by the Company to the telecommunications carrier shall be determined in accordance with paragraph 2.9.2. (T)

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EXHIBIT A SHEET 22

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

5. Listing Credits

5.1 General

The terms and conditions of this paragraph 5 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customer for failure to include its end-user Customer's Listing in the White Pages or failure to include an end-user Customer's correct telephone number in the White Pages as specifically required by Rule 4901:1-5-16 (F) of the MTSS. Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for failure to include its end-user Customer's Listing in the White Pages or failure to include an end-user Customer's correct telephone number in the White Pages under Rule 4901:1-5-02(G) of the MTSS (a "Listing Credit") based on the Company's failure to provide adequate support to a telecommunications carrier if the conditions set forth in paragraphs 5.1 through 5.4, inclusive, and 8.1, have been met.

(T)

5.2 Listing and White Pages Defined

For purposes of this section, "Listing" shall mean the subscriber directory listing provided as part of the local access service to an end-user Customer in the applicable White Pages by the Company's directory publisher, whether provided, as applicable, as part of Resale Services or unbundled Local Switching, but not additional listings purchased by the telecommunications carrier pursuant to this Tariff. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single end-user Customer entitled to a single Listing. For purposes of this section, "White Pages" shall mean directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone number and address of the telecommunications carriers' (including the Company's) end-user Customers within a given geographic scope.

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EXHIBIT A SHEET 23

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

5. Listing Credits (cont'd)

5.3 Limitations on Listing Credit

Notwithstanding anything to the contrary contained in this section, the Company shall not be liable to a telecommunications carrier for a Listing Credit if:

- (A) The due date for the Resale Service or unbundled Local Switching that established the Listing is after the White Pages Service Order close date and the telecommunications carrier has not provided the Company a timely advance listing; or
- (B) The Company received a request from the telecommunications carrier that the Listing be nonpublished and/or nonlisted; or
- (C) The telecommunications carrier provided the Company incorrect information with respect to the Listing on the Service Order that established such Listing; or
- (D) The telecommunications carrier was provided a copy of its end-user Customers' Listings prior to publication of the White Pages and such telecommunications carrier did not notify the publisher of any errors, omissions or inaccuracies in such Listings; or
- (E) The telecommunications carrier's end-user Customer has foregone the credit provided in Rule 4901:1-5-16 (F) of the MTSS and has elected to pursue other remedies.

(T)

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EXHIBIT A SHEET 24

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

1st Revised Sheet No. 25
Cancels
Original Sheet No. 25

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

5. Listing Credits (cont'd)

5.4 Amount of Listing Credit

If (i) the Company fails to include the telecommunications carrier's end-user Customer's Listing in the White Pages or incorrectly lists a telecommunications carrier's end-user Customer's telephone number in the White Pages, (ii) the telecommunications carrier has provided its end-user Customer such credit pursuant to Rule 4901:1-5-16(F) of the MTSS and (iii) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall credit the telecommunications carrier an amount equal to the lesser of (x) three (3) months recurring charges of the Basic Local Services for the end-user Customer's access line served by the Listing, or the telecommunications carrier's end-user Customer contract, as applicable, at the time of the Service Order close date for the applicable White Pages and (y) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such omitted Listing or incorrectly published telephone number.

(T)

(T)

(T)

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By James C. Smith, President, Cleveland, Ohio

EXHIBIT A SHEET 25

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

6. Records

6.1 Obligation to Maintain

The Company and the telecommunications carrier shall each comply with the recordkeeping requirements of Rule 4901:1-5-20(A) of the MTSS. (T)

6.2 Proprietary Information

Any records provided by the Company or the telecommunications carrier to each other shall be subject to the confidentiality provisions of Part 2, Section 2, or, if applicable, the Company/telecommunications carrier's Section 251/252 agreement.

7. MTSS Credit Claims

7.1 Submission of MTSS Credit Claims

- 7.1.1 The point of contact for the submission by the telecommunications carrier of its claim for an MTSS Credit (an "MTSS Credit Claim") and the review, disposition and any questions relating to such claim shall be the Company's Service Center(s). Each MTSS Credit Claim shall be submitted to the Company's Service Center(s) via dedicated facsimile. The Company may upon forty-five (45) days written notice to the telecommunications carrier change the dedicated facsimile number(s). Once an interface (e.g., electronic or e-mail) is made available by the Company, if the telecommunications carrier submits an MTSS Credit claim via dedicated facsimile in lieu of using an available interface, each claim submitted via facsimile shall be subject to the applicable tariff charges for the Company's processing of Non-Electronic Orders.

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EXHIBIT A SHEET 26

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 27

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

7.1.2 The telecommunications carrier shall submit to the Company one (1) complete MTSS Credit Claim for each MTSS Credit requested. Each MTSS Credit Claim shall (i) not be handwritten, (ii) shall be in the form of the MTSS Credit Claim Form set forth in paragraph 7.1.3, and (iii) for a given MTSS Credit, include all information requested by the MTSS Credit Claim Form for such credit. MTSS Credit Claims that are not submitted in conformity with the foregoing sentence shall be rejected and returned to the telecommunications carrier promptly after the Company discovers such nonconformance, but in any event within fifteen (15) Business Days after the Company's receipt of the MTSS Credit Claim. If rejected for nonconformance, the Company shall provide the telecommunications carrier the reason(s) why such MTSS Credit Claim was rejected. More than one type of MTSS Credit (e.g., New Service Installation Charge Credit and Installation Appointment Waiver) may be requested on a single MTSS Credit Claim Form if such requested credits are for the same telephone number.

(N)

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EXHIBIT A SHEET 27

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 28

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

7.1.3 MTSS Credit Claim Form

<u>MTSS Recourse Credit Claim</u>	
CARRIER NAME:_____	Date Submitted:_____
CARRIER Billing Account Number:_____END USER CUSTOMER AFFECTED TEL. NO./CIRCUIT I.D.:_____	
Check Applicable Claim(s) Below and Provide Requested Information	
<u>Service Interruption Recourse Credit Claim</u>	
Date/Time Interruption Reported to or Discovered by Company*:_____	
Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$_____	
Amount of Credit issued to end user Customer:\$_____	
Applicable MTSS Credit (Check/Circle One): Pro-Rata _____ 1/3_____ 2/3_____ 100%_____	
Requested Recourse Credit: \$_____	
<u>New Service Installation Charge Credit (Missed Interval)</u>	
Date/Time Carrier Received Application for New Service:_____	
Requested Installation Date:_____	
Date/Time Order Received by Company*:_____ Date Installed: _____	
Amount of Regulated Installation Charge Actually Imposed on end-user Customer:\$_____	
Amount of Credit Issued to end-user Customer: \$_____	
Applicable MTSS Credit (Check/Circle One): 50%_____ 100%_____	
Requested Recourse Credit: \$_____	
<u>Missed Installation Appointment Recourse Credit</u>	
Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____	
(Check/Circle One)	
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$_____	
Amount of Credit Issued to end-user Customer: \$_____	
<u>Missed Repair Appointment Recourse Credit</u>	
Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____	
(Check/Circle One)	
Amount of Monthly Charges for Local Services Rendered Inoperative: \$_____	
Amount of Credit Issued to end-user Customer: \$_____	
<u>Listing (White Pages) Credit</u>	
Amount of Monthly Charges for Basic Local Service:\$_____	
Amount of Credit Issued to end-user Customer: \$_____	
Description of Error:_____	

(N)

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By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 28

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 29
Cancels Original Sheet 29

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

7.1.3 MTSS Credit Claim Form (cont'd)

MTSS Recourse Credit Claim

COMPANY* RESOLUTION/RESPONSE

Company* Contact: _____

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Rejected or Denied Claim: _____

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE TELECOMMUNICATIONS CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE TELECOMMUNICATIONS CARRIER AND INFORMATION THE TELECOMMUNICATIONS CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

* "Company" refers to AT&T Ohio

(T)

Issued: November 30, 2007

Effective: November 30, 2007

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

TFA No. OH-07-17820

EXHIBIT A SHEET 29

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 30

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

- 7.1.4 The reference number that will be used to identify each MTSS Credit Claim submitted hereunder shall be the applicable telephone number or circuit identification, as applicable (the "Claim Reference Number"), set forth on a given MTSS Credit Claim.

7.2 Processing of MTSS Credits

No later than thirty (30) Business Days after the Company receives an MTSS Credit Claim that contains all the information required by paragraph 7.1, the Company shall identify those MTSS Credit Claims that have been accepted and denied by returning to the telecommunications carrier its MTSS Credit Claim via the same manner by which it was received (i.e., facsimile or interface). If the Company has accepted, in whole or in part, an MTSS Credit Claim, the Company shall credit the telecommunications carrier for the amounts accepted as provided in paragraph 7.3. For those MTSS Credit Claims that are denied, in whole or in part, the Company shall provide the reasons that such MTSS Credit Claim was denied as soon as possible, but in any event within the forgoing thirty (30) Business Day period.

(N)

Issued: February 8, 2000

Effective: February 8, 2000

In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 30

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 31

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

7. MTSS Credit Claims (cont'd)

7.3 Recourse Credits

If the Company accepts an MTSS Credit Claim, the Company shall credit the telecommunications carrier's invoice for the amount of the accepted claim no later than the first billing date that is not less than thirty (30) Business Days after the Company's receipt of the MTSS Credit Claim. MTSS Credits provided on a given invoice shall either (i) be applied against the applicable telephone number associated with a specific MTSS Credit Claim or (ii) be in the aggregate and indicated as a single line item. If the MTSS Credits are provided in the aggregate, the Company shall also provide the telecommunications carrier a report that identifies each MTSS Credit awarded and the applicable Claim Reference Number. In no event shall the telecommunications carrier have any right to set-off any amounts owed to the Company against any amounts requested by the telecommunications carrier for an MTSS Credit.

7.4 Disputed MTSS Credit Claims

Any dispute as to the denial of an MTSS Credit Claim, the amount of the requested or awarded MTSS Credit, or the validity of an MTSS Credit Claim submitted hereunder (collectively, a "Claim Dispute") shall, upon the initiation by the telecommunications carrier, be resolved in accordance with the specific rules, guidelines or regulations of the Commission. Nothing in this Part 2, Section 10 shall preclude the Company from initiating a Claim Dispute. MTSS Credit Claims that are resolved in favor of the telecommunications carrier shall be subject to interest charges as determined by the Commission. Any interest owed shall be calculated from the date the Company was required to credit the telecommunications carrier's invoice for the requested MTSS Credit Claim (as described in paragraph 7.3) until the date the telecommunications carrier is in fact credited.

(N)

Issued: February 8, 2000

Effective: February 8, 2000

In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 31

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 32

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

8. Limitations on MTSS Credits

8.1 Claim Period

Complete MTSS Credit claims shall be made within ninety (90) calendar days, including the date that the end-user Customer informs the telecommunications carrier, after the event (i.e., the date of the claimed Service Interruption, missed New Service interval, missed Installation Appointment or Repair Appointment or failure to include Listing or list incorrect phone number) giving rise to the claim for such credit or the end-user Customer informs the telecommunications carrier, whichever is later. Notwithstanding anything to the contrary in this Part 2, Section 10, except as specifically ordered by the Commission, no MTSS Credits for events older than ninety (90) calendar days will be provided.

8.2 Election of Remedies

The telecommunications carrier acknowledges that if the Company fails to provide adequate support to the telecommunications carrier as defined in this Part 2, Section 10, and such failure gives rise to the telecommunications carrier's right to request an MTSS Credit from the Company, the telecommunications carrier may either (i) request an MTSS Credit from the Company as set forth in this Part 2, Section 10 or (ii) subject to applicable terms, conditions and limitations of, as applicable, Parts 2, 19 and 22 or the Company/telecommunications carrier's Section 251/252 agreement, pursue other remedies against the Company pursuant to Sections 4905.22 and 4905.61, Revised Code in lieu of such MTSS Credit. If the telecommunications carrier requests an MTSS Credit from the Company, the telecommunications carrier agrees that such request shall act as a waiver against the telecommunications carrier right to pursue a claim against the Company pursuant to Sections 4905.22 and 4905.61 and any MTSS Credit received by the telecommunications carrier shall be the Company's sole liability to the telecommunications carrier for any act or omission that gave rise to such MTSS Credit.

(N)

Issued: February 8, 2000

Effective: February 8, 2000

In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 32

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards
(MTSS) Recourse Credits

Original Sheet No. 33

1. MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

(N)

8. Limitations on MTSS Credits (cont'd)

8.3 Limitations on Liability

The telecommunications carrier agrees that in no event shall it include in an MTSS Credit Claim any liquidated damages or Consequential Damages that the telecommunications carrier may be obligated to pay its end-user Customer. For purposes of this section, "Consequential Damages" shall mean indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder.

(N)

Issued: February 8, 2000

Effective: February 8, 2000

In accordance with Entry in Case No. 97-1729-TP-ATA, issued by The Public Utilities Commission of Ohio, February 3, 2000.

By J. F. Woods, President, Cleveland, Ohio

EXHIBIT A SHEET 33

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 1
Cancels 1st Revised Sheet 1

(D)

(D)

Issued: April 18, 2008

Effective: May 19, 2008

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

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 2
Cancels 1st Revised Sheet 2

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 3
Cancels 1st Revised Sheet 3

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 4
Cancels 1st Revised Sheet 4

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 5
Cancels 1st Revised Sheet 5

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 6
Cancels Original Sheet 6

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 7
Cancels Original Sheet 7

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 8
Cancels Original Sheet 8

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(D)

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 9
Cancels Original Sheet 9

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 10
Cancels 1st Revised Sheet 10

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 11
Cancels Original Sheet 11

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 12
Cancels 1st Revised Sheet 12

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 13
Cancels 1st Revised Sheet 13

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Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 14
Cancels Original Sheet 14

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Issued: April 18, 2008 Effective: May 19, 2008
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

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 15
Cancels 1st Revised Sheet 15

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Effective: May 19, 2008

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Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 16
Cancels 1st Revised Sheet 16

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

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P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 17
Cancels 1st Revised Sheet 17

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

3rd Revised Sheet 18
Cancels 2nd Revised Sheet 18

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 19
Cancels 1st Revised Sheet 19

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 20
Cancels 1st Revised Sheet 20

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Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 21
Cancels 1st Revised Sheet 21

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 22
Cancels 1st Revised Sheet 22

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 23
Cancels 1st Revised Sheet 23

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 24
Cancels 1st Revised Sheet 24

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Issued: April 18, 2008

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 25
Cancels 1st Revised Sheet 25

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(D)

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 26
Cancels 1st Revised Sheet 26

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(D)

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 27
Cancels 2nd Revised Sheet 27

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(D)

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 28
Cancels Original Sheet 28

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(D)

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

2nd Revised Sheet 29
Cancels 1st Revised Sheet 29

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions

SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 30
Cancels Original Sheet 30

(D)

(D)

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions

SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 31
Cancels Original Sheet 31

(D)

(D)

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TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions

SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 32
Cancels Original Sheet 32

(D)

(D)

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18390

The Ohio Bell
Telephone Company

AT&T TARIFF

P.U.C.O. NO. 20
Part 2 Section 10

PART 2 - General Terms and Conditions
SECTION 10 - Minimum Telephone Service Standards (MTSS)
Recourse Credits

1st Revised Sheet 33
Cancels Original Sheet 33

(D)

(D)

Issued: April 18, 2008

Effective: May 19, 2008

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

TFA No. OH-08-18390

AT&T Ohio proposes to withdraw from its P.U.C.O. Tariff No. 20 the Minimum Telephone Service Standards Recourse Credits Terms and Conditions in Part 2 Section 10. These tariff pages were filed on December 31, 1997, under Case No. 97-1729-TP-ATA, in response to the Commission's Finding and Order in Case No. 96-1175-TP-ORD, which originally established MTSS recourse provisions in the carrier-to-carrier relationship. Although the Finding and Order originally called for Interconnection Agreement provisions, AT&T Ohio was permitted to file tariff language as an alternative. The tariff application was suspended on January 9, 1998, and negotiation of the tariff language was initiated between AT&T Ohio, the Commission staff, and a number of CLECs. On February 23, 1999, AT&T Ohio filed a Stipulation in Case No. 98-1082-TP-AMT, in which the company agreed, among other things, to "work in an expeditious fashion to finalize its tariff for MTSS recourse provisions..." The Stipulation was approved by the Commission on April 8, 1999. The tariff pages were subsequently revised, the application was approved by the Commission, and final pages for the tariff were filed on February 8, 2000.

The reasons for the withdrawal are as follows:

- 1) On February 7, 2007, the Commission stated in an Entry in Case No. 05-1102-TP-ORD that "recourse provisions are more appropriately covered by agreements between carriers."
- 2) The applicable MTSS provisions for out-of-service and other standards have changed. As a result of these changes and updated carrier-to-carrier rules, the AT&T Ohio Tariff pages in Part 2 Section 10 are outdated and inaccurate.
- 3) The recourse process detailed in Part 2 Section 10 has not been utilized by any CLEC since May 2005.
- 4) CLECs have chosen to avail themselves of the Performance Measures and associated Remedies that are set forth in their interconnection agreements instead.

Therefore, AT&T Ohio has determined that Part 2 Section 10 is no longer viable in the current environment. In addition, if any CLEC wishes to establish MTSS recourse credit provisions via their interconnection agreement, AT&T Ohio is prepared to negotiate an amendment with the requesting CLEC to do so.

Exhibit C

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 90-5032-TP-TRF, 08-0527-TP-ATA

Summary: Tariff to withdraw MTSS Recourse Credit language from PUCO Tariff No. 20
electronically filed by Maryann Mackey on behalf of AT&T Ohio