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			TRF Docket No. 90			
for the Review and Approval of an Agreement Amendment			Case No. $08 - 0603 - \overline{\mathbf{TP}}$ - NAG			
Pursuant to Section 252 of the Telecommunications			NOTE: Unless you have reserved a Case # or are filing a Contract,			iling a Contract,
Act of 1996.)	leave the "Case No" fiel			,	
Name of Registrant(s) The Ohio Bell Telephon DBA(s) of Registrant(s) AT&T Ohio Address of Registrant(s) 150 E. Gay St., Room		ous, Ohio 4	13215			
Company Web Address www.att.com						
Regulatory Contact Person(s) Jon F. Kelly			Phone 614-22	23-7928	Fax 614-2	223-5955
Regulatory Contact Person's Email Address jk	2916@att.com	n				
Contact Person for Annual Report Michael R.	Schaedler				Phone 21	6-822-8307
Address (if different from above) 45 Erieview		1600, Clev	eland, Ohio 44114			
Consumer Contact Information Kathy Gentile-			,		Phone 21	6-822-2395
Address (if different from above) 45 Erieview		1600 Clex	eland Ohio 44114			
Motion for protective order included with filing			Ciana, Omo Tilli			
Motion for waiver(s) filed affecting this case?			Waivers may toll any	automatic ti	imeframe 1	
waiver(s) med directing this case:	103 = 10	o [ivote.	warvers may ton any t	automatic t	iniciranic.j	
Section I – Pursuant to Chapter 4901:11	-6 OAC - P	Part I – P	Please indicate the C	arrier Ty	ne and th	e reason for
submitting this form by checking the bo				-	_	
NOTES: (1) For requirements for various application		-			•	
application form noted.	ms, see me mei	nijieu secin	on of Onto Auministratic	e Coue secii	011 4 301 unu	ine supplemental
(2) Information regarding the number of copies requ	uired by the Co	шшіссіли п	nau he ohtained from the	Соттіссіон	'e znah eita at	zuzuzu nuca ahia gazu
under the docketing information system section, by	v					,
of the Commission.	cuiting the uoci	cerrity arous	1011 411 011 100 1030, 01 0	y owning in	ie woekering i	aroision ar the offices
of the Commission.						
Carrier Type Other (explain below)	L IL	EC	☐ CLEC		CTS	AOS/IOS
Tier 1 Regulatory Treatment						
Change Rates within approved Range	TRF 1-6		TRF <u>1-6-04(B)</u>			
New Service, expanded local calling	(0 day Notice) ZTA 1-6		(0 day Notice) ZTA <u>1-6-04(B)</u>			
area, correction of textual error	(0 day Notice)		(0 day Notice)			
Change Terms and Conditions,	☐ ATA <u>1-6</u>		ATA <u>1-6-04(B)</u>			
Introduce non-recurring service charges	(Auto 30 days		(Auto 30 days)			
Introduce or Increase Late Payment or	☐ ATA <u>1-</u>	6-04(B)	ATA <u>1-6-04(B)</u>			
Returned Check Charge	(Auto 30 days		(Auto 30 days)			
Business Contract	☐ CTR <u>1-0</u>	<u>6-17</u>	CTR <u>1-6-17</u>			
Dusiness Contract	(0 day Notice)		(0 day Notice)			
Withdrawal	ATW <u>1-</u>	<u>6-12(A)</u>	ATW <u>1-6-12(A)</u>			
	(Non-Auto)		(Auto 30 days)			
Raise the Ceiling of a Rate	Not Appl	icable	SLF <u>1-6-04(B)</u> (Auto 30 days)			
Tier 2 Regulatory Treatment	☐ TDE (0.05(5)				
Residential - Introduce non-recurring	TRF <u>1-6</u> (0 day Notice)		TRF <u>1-6-05(E)</u> (0 day Notice)			
service charges Residential - Introduce New Tariffed Tier	, , , , ,		TRF <u>1-6-05(C)</u>	☐ TDE	1-6-05(C)	
2 Service(s)				(0 day Noti		
Residential - Change Rates, Terms and			(0 day Notice) TRF <u>1-6-05(E)</u>		1-6-05(E)	
			(0 day Noti			
Residential - Tier 2 Service Contracts	(0 day Notice)		(0 day Notice)	(0 day Noti		
Commercial (Business) Contracts Not Filed			Not Filed	Not Filed		

Detariffed

Detariffed

Business Services (see "Other" below)
Residential & Business Toll Services

(see "Other" below)

Detariffed

Detariffed

Detariffed

Detariffed

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN <u>1-6-11(A)</u> (Non-Auto)	ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u> (Auto 30 days)	ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(B)</u> (Auto 30 days)	ATR <u>1-6-14(B)</u> (Auto 30 days)	O day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
<u>Procedural</u>				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	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	■ NAG <u>1-7-07</u>	□ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>	
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)			
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	1-7-14 ATA <u>1-7-14</u>		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)	,		
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC <u>1-7-05</u> (Non-Auto)		
<u>CMRS Providers</u> See <u>4901:1-6-15</u>	RCC [Registration & Change ir (0 day)	n Operations]	NAG [Interconnection Agree (Auto 90 days)	ment or Amendment]
Other* (explain)				

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:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in
	the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according
	to the applicable rule(s).

^{*}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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation,	, and	, and am authorized to make this statement on its behalf			
(Name)					
I attest that these tariffs comply with all applicable rules, in 4901:1-5 OAC for the state of Ohio. I understand that tariff rules, including the Minimum Telephone Service Standards, as our tariff. We will fully comply with the rules of the state of the suspension of our certificate to operate within the state of Company with t	notification filings do not imply s modified and clarified from time Ohio and understand that nonco	Commission approval and that the Ce to time, supersede any contradictory	Commission' provisions in		
I declare under penalty of perjury that the foregoing is true and	l correct.				
Executed on (Date) at (Location)	_				
	*(Signature and Title)	(Date)	_		
 This affidavit is required for every tariff-affecting filing. It applicant. 	t may be signed by counsel or an offic	er of the applicant, or an authorized agent	of the		
<u>'</u>	<u>VERIFICATION</u>				
I, Jon F. Kelly, verify that I have utilized the Telecommunications Application Form f here, and all additional information submitted in connection with this c			ation submitted		
*(Signature and Title) /s/ Jon F. Kelly	Gene	eral Attorney (Date) May 19, 2008			
*Verification is required for every filing. It may be signed by counsel of	or an officer of the applicant, or an au	thorized agent of the applicant.			
Send your completed Application Form, including	all required attachments as w	vell as the required number of cop	pies, 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 Amendmen	t)	
Between AT&T Ohio and)	Case No. 08-0603-TP-NAG
Cinergy Communications Company)	
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

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

AT&T Ohio¹ hereby files the attached Fifth Amendment dated May 16, 2008("the Amendment") to the agreement between AT&T Ohio and Cinergy Communications Company, dated February 13, 2003 ("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, which is filed pursuant to the Commission's orders in Case No. 05-887-TP-UNC, conforms the Agreement to the FCC's Triennial Review Order and its Order on Remand and the rules adopted thereunder. The Amendment reflects the carrier's name change to Norlight, Inc.; incorporates provisions on ISP traffic; and extends the term of the Agreement until January 14, 2011.

The Agreement was approved by the Commission on May 23, 2003 in Case No. 03-0490-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T OHIO

By: ____/s/_ Jon F. Kelly____ Jon F. Kelly AT&T OHIO 150 E. Gay St., Rm. 4-C Columbus, OH 43215

(614) 223-7928

Its Attorney

031308

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO AND CINERGY COMMUNICATIONS COMPANY

The Interconnection Agreement dated February 13, 2003 by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and Cinergy Communications Company ("Cinergy") now known as Norlight, Inc. ("Norlight"), is hereby amended as follows:

WHEREAS, AT&T Ohio and Cinergy Communications Company ("Cinergy") are the parties to that certain "Interconnection Agreement Under Section 251 and 252 of the Telecommunications Act of 1996" effective February 21, 2003 (the "Agreement"); and

WHEREAS, Cinergy Communications Company has changed its name to "Norlight, Inc.", and wishes to reflect that name change as set forth herein.

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, AT&T Ohio and Norlight hereby agree as follows:

- The Agreement is hereby amended to reflect the name change from "Cinergy Communications Company" to "Norlight, Inc.".
- 2. AT&T Ohio shall reflect that name change from "Cinergy Communications Company" to "Norlight, Inc." only for the main billing account (header card) for each of the accounts previously billed to Cinergy. AT&T Ohio shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Ohio's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Norlight affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Cinergy with AT&T Ohio for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
 - Once this Amendment is effective, Cinergy shall operate with AT&T Ohio under the "Norlight, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Norlight, and labeling (including re-labeling) equipment and facilities with Norlight.
- 3. The Ohio Bell Telephone Company d/b/a AT&T Ohio, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC") and Norlight, Inc. as a Competitive Local Exchange Carrier ("Norlight" or "CLEC") in Ohio, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Ohio ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC is also referred to as a "LEC".

3.1 Scope of Amendment

3.1.1 ILEC made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002).

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

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- 3.1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 3.1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
- 3.2 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan
 - 3.2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-Bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 3.3.1 of this Amendment.
 - 3.2.2 Compensation Rate Schedule
 - 3.2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and all Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 3.2.3.
 - 3.2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and all Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.
 - 3.2.3 ISP-bound Traffic Rebuttable Presumption
 - 3.2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 3. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the rates set forth in Section 3.2.2.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.3 Reservation of Rights

3.3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the

AT&T OHIO/CINERGY COMMUNICATIONS COMPANY

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right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

- 4. Section 5 Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Norlight, by AT&T Ohio pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
- 5. The Parties acknowledge and agree that AT&T Ohio shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 8. 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.
- 9. Based on the practice of the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

Nia	rlia	ıht	Inc.
110	HIL	HIL.	1110

Signature: (

Name:

(Print or Type

Title: <u>45</u>

Print or Type

Date: <u>3/18/05</u>

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

Signature:

Name: Eddie A. Reed, Jr.

(Print or Type)

Title:

Director-Interconnection Agreements

Date: 576708

SWITCH-BASED OCN # 8934

UNE OCN # 8934

RESALE OCN # 7848

ACNA OLP

Approved as to form

By *fore* Date 3/17/08

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/19/2008 11:08:54 AM

in

Case No(s). 08-0603-TP-NAG

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