



March 3, 2009

Ms. Renee J. Jenkins  
Docketing Division  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus OH 43266-0573

Re: Case No. 07-464-TP-UNC  
Case No. 90-5032-TP-TRF

Dear Ms. Jenkins:

On March 2, 2009, tariff pages for the Ameritech Operating Companies were filed with the Federal Communications Commission under Transmittal No. 1693. This filing in the FCC No. 2 Tariff became effective on March 3, 2009.

The filing was made by AT&T to introduce Contract Offer No. 184, an access discount plan which provides customers a credit on the Monthly Recurring Charges in cases of specific eligibility criteria. The applicable tariff pages are included in this filing.

These tariff pages can also be viewed on the FCC website at <http://svartifoss2.fcc.gov>. Once you have accessed the page, please follow the following steps to access this filing:

1. Click on FCC Electronic Filing and Public Access Systems.
2. Click on Electronic Tariff Filing System (ETFS).
3. Click on Public Access.
4. Click on the Browse Filed Tariff Documents block.
5. Click on the Browse Filed by an ILEC block.
6. Click on Ameritech Services.
7. Click on FCC 2 - Access Services.
8. Locate tariff pages for Transmittal No. 1693 and click on the block showing "Acrobat PDF" (third column from the left).

This process will provide you with the specific pages filed by SBC for Ohio.

Should you have any questions or require additional information, please contact me at 223-8184.

Very truly yours,

Susan Drombetta  
Area Manager-Regulatory Affairs



Patrick Doherty  
Director – Access Regulatory Affairs  
Four AT&T Plaza  
Room 1921  
Dallas, Texas 75202

FRN: 0005-0491-92

March 2, 2009

Transmittal No. 1693

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

Attention: Wireline Competition Bureau

The accompanying tariff material, issued by Ameritech Operating Companies (Ameritech) and bearing Tariff F.C.C. No. 2, is sent to you for publication in compliance with Sections 61.49, 61.55, 61.58(c), and 69.727 of the Commission's Rules and the requirements of the Communications Act of 1934, as amended. This filing is being submitted on one day's notice in compliance with Section 61.58(c) of the Commission's Rules and the requirements of the Communications Act of 1934, as amended.

This filing, scheduled to become effective March 3, 2009, consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.  
2

Check Sheet Revision No.  
1535th Revised Page 1  
29th Revised Page 1.23  
4th Revised Page 1.24

This DS3 Inter-Office Facility (IOF) Transport Bundle Service Offer is an access discount pricing plan that provides Customers located in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) listed in Section 22.184.2 with a credit on the Monthly Recurring Charges (MRCs) listed in Section 22.184.4. Qualified services listed in Section 22.184.2 must meet the Eligibility Criteria described in Section 22.184.2.

Contract Offer No. 184 is available for subscription from March 3, 2009 to May 31, 2009. This Contract Offer is not renewable.

Wireline Competition Bureau

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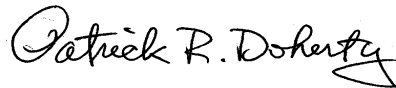
March 2, 2009

In accordance with Section 61.14, this transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS) in compliance with the electronic filing procedures.

Payment in the amount of \$815.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via ETFS as a proprietary document. These actions have been committed on the date established as the issued (filed) date as reflected above.

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Linda Quarles, Associate Director - Tariff Administration, 3535 Colonnade Parkway North, Room E3D1, Birmingham, Alabama 35243, facsimile number (214) 858-0639. All other correspondence and inquiries concerning this Transmittal should be addressed to Anisa A. Latif, Associate Director-Federal Regulatory, 1120 20th St., 10th Floor, Washington, D.C. 20036, facsimile number (202) 457-3071.

Sincerely,

A handwritten signature in black ink that reads "Patrick R. Doherty". The signature is written in a cursive style with a prominent loop at the end of the last name.

Attachments:

Transmittal Letter

Tariff Pages

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 339 contain all changes from the original tariff that are in effect on the date hereof.

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1.1	336th	8.1	5th	20	10th
1.2	300th	9	24th	20.1	5th
1.3	285th	9.1	1st	20.2	3rd
1.4	239th	10	27th	21	4th
1.5	220th	10.1	11th	22	1st
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1.9	146th	13	6th	25.1	1st
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1.14	25th	13.5	37th	28.1	5th
1.15	53rd	13.6	39th	29	1st
1.15.1	3rd	13.7	44th	30	Original
1.16	63rd	13.8	29th*	31	Original
1.17	24th	13.9	4th	32	Original
1.18	33rd	14	3rd	33	Original
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4.1	10th	16.6	3rd	37.4	1st
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22-1351	2nd	22-1404	Original	23-10	4th	25-16	1st
22-1352	2nd	22-1405	Original	23-11	4th	25-16.1	Original
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22-1379	Original	22-1432	Original	24-17	6th	26-7	2nd
22-1380	Original	22-1433	Original	24-18	2nd	26-8	2nd
22-1381	Original	22-1434	Original	24-19	2nd	26-9	2nd
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23. <sup>(1)</sup>		

<sup>(1)</sup> Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

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## ACCESS SERVICE

## 22. Pricing Flexibility Contract Offerings

(N)

## 22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer

## 22.184.1 General Description

DS3 Inter-Office Facility (IOF) Transport Bundle Service Offer is an access discount pricing plan that provides discounts on Monthly Recurring Charges (MRCs) for certain services located in the Pricing Flexibility Metropolitan Statistical Areas (MSAs) listed in Section 22.184.2. Qualified services are listed in Section 22.184.2 and must meet the Eligibility Criteria described in Section 22.184.2. Contract Offer No. 184 is available for subscription from March 3, 2009 to May 31, 2009. This Contract Offer is not renewable.

## 22.184.2 Eligibility Criteria

- (A) This Contract Offer applies to DS3 Special Access Services, as described in Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, Section 7 (Subject Services).
- (B) Contract Offer No. 184 applies to Subject Services located in any of the Pricing Flexibility MSAs:
- Champaign/Urbana, IL; Chicago, IL; Davenport/Rock Island/Moline, IL; Decatur, IL; Peoria/Pekin, IL; Rockford, IL; Springfield, IL; St. Louis, IL; Anderson, IN; Bloomington, IN; Evansville/Henderson, IN; Fort Wayne, IN; Indianapolis, IN; Kokomo, IN; Louisville, IN; Muncie, IN; Non-MSA, IN; South Bend, IN; Battle Creek, MI; Detroit/Ann Arbor, MI; Flint, MI; Grand Rapids, MI; Jackson, MI; Kalamazoo, MI; Lansing, MI; Saginaw-Bay City-Midland, MI; Akron, OH; Cleveland/Lorain/Elyria, OH; Cincinnati, OH; Columbus, OH; Dayton, OH; Hamilton-Middletown, OH; Toledo, OH; Youngstown/Warren, OH; Appleton/Oshkosh/Neenah, WI; Eau Claire, WI; Green Bay, WI; Janesville, WI; Kenosha, WI; Madison, WI; Milwaukee/Waukesha, WI; Non-MSA, WI; Racine, WI; and Sheboygan, WI.
- (C) Subject Services must be new installations. Services that were being provided to the Customer by the Telephone Company prior to the Customer's subscription to this Contract Offer are not eligible for this Contract Offer.
- (D) This Contract Offer is available only where facilities exist.
- (E) Subject Services must originate from a Dedicated SONET Ring Service (DSRS) Ring, or OCN Point-to-Point Service, provided by the Telephone Company, and terminate at either a 3:1 multiplexer in an AT&T Central Office or a DS3 LDC Service Channel at an End User location.

(N)

(This page filed under Transmittal No. 1693)



## ACCESS SERVICE

## 22. Pricing Flexibility Contract Offerings (Cont'd)

(N)

## 22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

## 22.184.2 Eligibility Criteria (Cont'd)

- (F) This Contract Offer does not apply to DSRS DS3 ports or DS3 services terminated to collocation.<sup>1</sup>

## 22.184.3 Terms and Conditions

- (A) The Customer shall purchase each Subject Service under a Term Pricing Plan (TPP) (as provided in Ameritech Tariff F.C.C. No. 2, Sections 7 and 21) with a term commitment of twelve (12), thirty-six (36), or sixty (60) months (Service Term), to be selected by the Customer. The Service Term for each Subject Service shall begin on the date billing begins for that Subject Service. Upon expiration of the Service Term, the Subject Service(s) shall be provided under the applicable month-to-month rates described in Sections 7 and 21, unless the Customer:

- (1) Selects from the TPP options listed in Sections 7 and 21; or
- (2) Disconnects the Subject Service(s).

## (B) General Terms and Conditions

- (1) Subject Services provided under this Contract Offer are subject to certain rates, charges, and general terms and conditions described in Sections 2, 5, and 13, as applicable.
- (2) To subscribe to this Contract Offer, Customers must submit a signed Letter of Subscription (LOS) to the Telephone Company.
- (3) Within sixty (60) days after submitting its signed LOS, the Customer must submit access order(s) pursuant to this Contract Offer and may submit additional access orders to purchase additional Subject Services thereafter, provided, however, that all Subject Services must have an installation completion date on or before August 31, 2009. Notwithstanding the foregoing, Subject Services that are ordered no later than July 31, 2009, but are assigned completion dates beyond August 31, 2009, as a result of Telephone Company reasons, shall be eligible for this Contract Offer.

<sup>1</sup> DSRS services are now provided on a contractual basis outside of the tariff, including all terms and conditions. As required by the Commission, to allow the Telephone Company to take advantage of the relief granted in the Commission's Memorandum Opinion and Order No. FCC 07-180, released October 12, 2007, these services have been de-tariffed by the Telephone Company. Rates, terms and conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

(N)

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(N)

22.Pricing Flexibility Contract Offerings (Cont'd)

22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

22.184.3 Terms and Conditions (Cont'd)

(B) General Terms and Conditions (Cont'd)

- (4) If the Customer discontinues service under Contract Offer No. 184 during the Service Term, or if the Customer breaches any of the Terms and Conditions of this Contract Offer or any other applicable tariff provision, termination liability charges will apply in accordance with Section 22.184.7.
- (5) This Contract Offer cannot be combined with any other discount, promotional offering or other pricing flexibility contract offer unless explicitly stated in such other discount plan, promotional offering or pricing flexibility contract offer.
- (6) Commingling shall be defined as provided in Section 2.6. Commingling of Subject Services provided under this Contract Offer is prohibited.
- (7) If the Customer requests additional service, features and functions not included in Section 22.184.4, the Customer will pay the tariff rates as contained in Sections 7 and 21, as applicable.

22.184.4 Rates and Charges

(A) Monthly Recurring Charges (MRCs)

The Customer must pay the MRCs, listed below, for new DS3 IOF Transport Bundle Service ordered under this Contract Offer. Any rate element not described herein will be subject to the applicable tariff rates provided in Sections 7 and 21.

Generally applicable Non-Recurring Charges (NRCs) shall apply.

DS3 IOF Transport Bundle USOCs

Elements	USOCs	1 Year Term	3 Year Term	5 Year Term
DS3 IOF Channel Mileage (Fixed and Per Mile), with 1 – 15 IOF miles	CZ4X* (1-5) and 1YZX* (1-5)	\$650	\$450	\$350
DS3 IOF Channel Mileage (Fixed and Per Mile), with 16 – 25 IOF miles	CZ4X* (1-5) and 1YZX* (1-5)	\$800	\$600	\$500

(N)

(This page filed under Transmittal No. 1693)

## ACCESS SERVICE

(N)

## 22.Pricing Flexibility Contract Offerings (Cont'd)

## 22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

## 22.184.5 Assignment/Transfer/Successors

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Ameritech Tariff F.C.C. No. 2, Section 2.1.2, are fulfilled, unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A), (B), or (C), below, or 2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than fifty (50) percent of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission; or

If any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

- (B) The proposed assignee or transferee or its parent does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

- (1) "fair" or below in a composite credit appraisal published by Dun and Bradstreet; or
- (2) "high risk" in a Paydex score as published by Dun and Bradstreet.

- (C) If the information required to review the assignee or transferee's credit worthiness pursuant to either Subsection (A) or (B) of this Section is not available, the Telephone Company shall exercise its reasonable discretion to determine the credit worthiness of the assignee or transferee based on any information available.

(N)

(This page filed under Transmittal No. 1693)

## ACCESS SERVICE

## 22.Pricing Flexibility Contract Offerings (Cont'd)

(N)

## 22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer (Cont'd)

## 22.184.6 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and effect notwithstanding any merger or acquisition affecting the Customer. A merger or acquisition within the meaning of this provision, shall include, without limitation, any transaction in which the Customer, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, and Terms and Conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

## 22.184.7 Termination Liability

Subject Services shall be subject to termination liability, as provided in this Contract Offer, in lieu of the termination liability language contained in Section 7 for DS3 Service. If the Customer terminates services before the completion of the Term Period for any reason, or if the Customer breaches any of the Terms and Conditions of this Contract Offer or any other applicable tariff provision, the Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the cancellation or termination, and are payable as described in Section 7. The Customer's termination liability for cancellation of service shall be equal to fifty (50) percent of all MRCs for the balance of the Service Term applicable to the relevant Subject Service(s).

Example: A Customer with a \$600 DS3 IOF Transport Bundle MRC terminates service after two (2) years, and has twelve (12) months remaining in a thirty-six (36) month term plan. The termination liability would be calculated as:

$\$600 \times 12 \times 50\% = \$3,600$  termination liability charge.

(N)

(This page filed under Transmittal No. 1693)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/3/2009 9:30:58 AM**

**in**

**Case No(s). 07-0464-TP-COI, 90-5032-TP-TRF**

Summary: Letter of Notification Revised FCC No. 2 tariff filing, Transmittal No.1693  
electronically filed by Ms. Susan A Drombetta on behalf of AT&T Ohio.  
electronically filed by Ms. Susan A Drombetta on behalf of AT&T Ohio