

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)
for the Review and Approval of an Agreement Amendment)
Pursuant to Section 252 of the Telecommunications)
Act of 1996.)

TRF Docket No. 90-_____

Case No. 09 - 0376 - **TP** - NAG

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

Name of Registrant(s) The Ohio Bell Telephone Company

DBA(s) of Registrant(s) AT&T Ohio

Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215

Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly

Phone 614-223-7928

Fax 614-223-5955

Regulatory Contact Person's Email Address jk2961@att.com

Contact Person for Annual Report Michael R. Schaedler

Phone 216-822-8307

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

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

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

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov 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 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 checked="" 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 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, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

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

VERIFICATION

I, Jon F. Kelly,
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) _____ /s/ Jon F. Kelly _____ - General Attorney (Date) May 1, 2009

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

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

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

Or

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

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

| | | |
|--|---|-------------------------|
| In The Matter Of The Application |) | |
| For Approval Of An Agreement Amendment |) | |
| Between AT&T Ohio and |) | Case No. 09-0376-TP-NAG |
| ACN Communications Services, Inc. |) | |
| 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 Ohio hereby files the attached Fifth Amendment dated April 30, 2009 ("the Amendment") to the agreement between AT&T Ohio and ACN Communications Services, Inc., dated November 12, 2002 ("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 extends the term of the Agreement until January 13, 2011 and updates the provisions related to ISP-bound traffic in the Agreement.

The Agreement was approved by the Commission on February 1, 2003 in Case No. 02-2960-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

Respectfully submitted,

AT&T Ohio

By: /s/ Jon F. Kelly
Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Rm. 4-C
Columbus, OH 43215

(614) 223-7928

Its Attorney

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
ACN COMMUNICATIONS SERVICES, INC.**

Pursuant to this Amendment, (the "Amendment"), The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and ACN Communications Services, Inc. as a Competitive Local Exchange Carrier in Ohio (hereafter, or "CLEC") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated October 29, 2002 ("Interconnection Agreement" or "Agreement").

WHEREAS, ILEC made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 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, 288 F.3d 429 (D.C. Cir. 2002) ; however, in *Core Communications Inc.*, No. 07-1446, 2008 WL 2649636 (D.C. Cir. July 8, 2008), the United States Court of Appeals for the District of Columbia Circuit issued a writ of mandamus and vacated the FCC ISP Compensation Order as of November 6, 2008 if the FCC does not respond to the Court's 2002WorldCom remand by November 5, 2008.

WHEREAS, the purpose of this Amendment is to include in CLEC'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").

WHEREAS, this Amendment is intended to supersede 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 exchanged between ILEC and CLEC. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

WHEREAS, this Amendment also extends the term of the underlying Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan
 - 1.1 ILEC and CLEC hereby agree that the following rates, terms and conditions shall apply to ISP-bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 9 of this Amendment.
 - 1.2 Compensation Rate Schedule

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

- 1.2.1 The rates in this section 1.2 apply only to the termination of ISP-bound Traffic, which is subject to the rebuttable presumption in Section 1.3.
- 1.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic on a minute of use basis, at \$.0007 per minute of use.

1.3 ISP-bound Traffic Rebuttable Presumption

- 1.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC 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 CLEC 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 1.0. 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 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, CLEC and ILEC will remain obligated to pay the presumed rate for the exchange of traffic (Reciprocal Compensation rates for traffic below a 3:1 ratio, \$.0007 for traffic above the ratio). Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

2.0 Reservation of Rights

- 2.1 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 CLECs 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 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.

3. Section 5.2 of Section 5 Effective Date, Term and Termination of the underlying Interconnection Agreement is amended by adding the following section:

- 5.2.1 Notwithstanding anything to the contrary in this Section 5.2, 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 13, 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 ACN Communications Services, Inc., by AT&T Ohio pursuant to the terms of 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. At the conclusion of the Extended Expiration Date and absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Extended Expiration Date to

the effect that such Party does not intend to extend the Term beyond the Extended Expiration Date, this Agreement shall remain in full force and effect on and after the expiration of the Extended Expiration Date until terminated by either Party pursuant to Section 5.3 or 5.4.

4. 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.
5. This Amendment is coterminous with the underlying Interconnection Agreement as extended herein or in the future.
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. This Amendment shall be filed with and is subject to approval by the Ohio Commerce Commission and shall become effective ten (10) days following approval by such Commission.

ACN Communications Services, Inc.

Signature: Dave Stevanovski

Name: DAVE STEVANOVSKI
(Print or Type)

Title: PRESIDENT
(Print or Type)

Date: 4/22/09

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

Signature: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director-Interconnection Agreements

Date: 4-30-09

UNE OCN # 8173

RESALE OCN # 8172

ACNA AYW

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/1/2009 2:22:26 PM

in

Case No(s). 09-0376-TP-NAG

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