

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 1/18/2008)
(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of AT&T Ohio)
To Update General Regulations to Reflect the Current MTSS)
)

TRF Docket No. 90-5032-TP-TRF

Case No. ____ - ____ - **TP** - ____

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

Company Web Address www.att.com

Regulatory Contact Person(s) Maryann H. Mackey

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Consumer Contact Information Kathy Gentile-Klein

Phone 216 822-2395

Address (if different from above) 45 Erieview Plaza Suite 1500 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.

| Carrier Type <input type="checkbox"/> Other (explain below) | <input checked="" type="checkbox"/> LEC | <input type="checkbox"/> CLEC | <input type="checkbox"/> CTS | <input type="checkbox"/> AOS/IOS |
|---|--|--|--|----------------------------------|
| <u>Tier 1 Regulatory Treatment</u> | | | | |
| 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) | | |
| <u>Tier 2 Regulatory Treatment</u> | | | | |
| 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 (<i>see "Other" below</i>) | Detariffed | Detariffed | Detariffed | |
| Residential & Business Toll Services (<i>see "Other" below</i>) | Detariffed | Detariffed | Detariffed | |

(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.

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 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 (Non-Auto) 1-7-05 | <input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05 | | |
| Pole attachment changes in terms and conditions and price changes. | <input type="checkbox"/> UNC 1-7-23(B) (Non-Auto) | <input type="checkbox"/> UNC 1-7-23(B) (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* Filing to update the General Regulations to reflect the recently revised Minimum Telephone Service Standards.

**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.

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 July 30, 2009 at Cleveland, Ohio

*/s/ Maryann H. Mackey
Director, Regulatory

July 30, 2009

- 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, Maryann H. Mackey 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.

* /s/ Maryann H. Mackey Director, Regulatory

July 30, 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

1. ESTABLISHING AND FURNISHING SERVICE

The following general regulations are applicable in addition to regulations, rates and charges specified in other sections of this tariff. Where reference is made in this tariff to regulations, rates and charges specified in other tariffs of the Company or in the AT&T Ohio Guidebook, such tariffs or Guidebook as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this tariff.

Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

Establishment of local and message toll telephone service shall take precedence over all other services, except as the public interest shall otherwise require.

1.1 Applications For Service

The Company will generally accept applications for service verbally during usual working hours on normal working days, however the Company reserves the right to require applications for service in writing on forms supplied by the Company.

The Company will accept orders from a customer's duly authorized agent upon demonstration of such agent's authority in a form satisfactory to the Company.

A. Refusal to Provide Local Service

Local Service may be refused under the following conditions:

1. Where an applicant owes an unpaid bill for previous service with the Company, the Company may reject application for local service until the amount due shall have been paid in full. (C)
2. In the event an applicant refuses to pay an advance payment or deposit for local service requested by the Company.
3. Upon objection to the furnishing of service made by or on behalf of any governmental authority.

(D)

(D)

Issued: July 30, 2009

Effective: July 31, 2009

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated July 11, 2007, Case No. 05-1102-TP-ORD.

By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-09-0024

(D)

/D/

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

B. Cancellation of Applications for Service (T)

When an application for new service or a request for additions, rearrangements, relocations, or modifications of service is cancelled before service is established or before the work involved has been completed, the applicant or customer may be required to reimburse the Company for all expense incurred in connection with the handling of the application or request before notice of cancellation is received. However, such charge shall not exceed all charges which would apply if the work involved in complying with the application or the request had been completed, i.e., all applicable nonrecurring and termination charges.

C. Use of Service (T)

1. Ownership and Use of Facilities

Facilities furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees shall have the right to lawfully enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities, for the purpose of making collections from coin boxes, or upon termination of the service, for the purpose of removing such facilities or equipment.

1. ESTABLISHING AND FURNISHING SERVICE (Cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

(T)

2. Use of Customer Service

- a. Customer service is furnished for use by the customer, the customer's family, employees or representatives, persons residing in the customer's household, or guests of the customer. Subject to the provisions of C-3 following, use of the customer's service may also be extended to the following:
 - (1) Joint users
 - (2) Guests and tenants of hotels, motels, hospitals, apartment houses and apartment hotels
 - (3) Members of club
 - (4) Persons temporarily subleasing a customer's residential premises
 - (5) Patrons of the customer and the public in connection with exchange access lines terminating in customer-provided equipment which restricts calls to telephone numbers preset by the customer
 - (6) The public in connection with municipal emergency fire and police reporting station lines
 - (7) Patrons of non-residence customers who resell or share their service or equipment

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

(T)

2. Use of Customer Service (cont'd)

- b. Subject to the provisions of C-3 following, non-residence service of a customer may also be furnished for use in connection with composite data service and overseas telecommunications services (other than voice).

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd) (T)

3. Resale and Sharing

a. General Regulations

The Company will permit the resale or sharing of all services (excluding residence services resold as non-residence services) by a customer of record to or with end user clients subject to the terms and regulations contained in this paragraph 3 and the restrictions specified elsewhere in this tariff.

- (1) "Resale" occurs when the customer of record subscribes to a telecommunications service at one price for the purpose of selling such service to end user clients at a different price.
- (2) "Sharing" occurs when the customer of record subscribes to a telecommunications service for the purpose of sharing such service with or among end user clients on a cost-sharing (non-profit) basis. A cost-sharing arrangement could include a fee assessed by the customer of record for functions it performs, including management of the sharing arrangement.
- (3) "Customer of record" as used within this section shall mean the party of a resale or sharing arrangement which contracts directly with the Company for the telecommunications services to be resold to or shared among end user clients.
- (4) "End user clients" as used within this section shall mean the party of a resale or sharing arrangement which contracts with a customer of record for the telecommunications services resold or shared pursuant to the provisions of this section.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd) (T)

3. Resale and Sharing (cont'd)

a. General Regulations (cont'd)

- (5) Resale or sharing will be permitted on all basic exchange services provided for in this tariff, except residence services resold for use as non-residence services.
- (6) Directory listings for the end user clients of customers of record who resell or share service will be provided at the rates for non-residence additional listings as set forth in Part 12, Section 1 of the AT&T Ohio Guidebook. When notified by the customer of record, the Company will place listings of residential end user clients of customers of record in the residential section of its directories.
- (7) Direct interconnection of resale or sharing systems or a combination of Shared Tenant Service and Centrex systems serving different resale/sharing systems is prohibited, except as otherwise specified in this tariff or the AT&T Ohio Guidebook.
- (8) The end user clients of customers of record who resell or share service may obtain local exchange service directly from the Company.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd) (T)

3. Resale and Sharing (cont'd)

b. Shared Tenant Service (PBX Resale/Sharing)

- (1) "Shared Tenant Service" is the provision of telecommunications services through a PBX to multi-tenant, non-residential or residential buildings. Shared tenant service will be permitted on a resale or sharing basis.
- (2) Shared Tenant Service may be provided only within a single building, or a contiguous complex of buildings under common ownership or management (such complex may be intersected by public thoroughfares provided that the property segments created would be continuous in the absence of the thoroughfares).
- (3) Participation in Shared Tenant systems shall be limited to occupants of a building or contiguous complex of buildings which compose a resale/sharing system.
- (4) Where separate buildings are involved in the provision of Shared Tenant services, they must have a related business purpose (e.g., industrial park, shopping center, university, etc.).

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

D. Assignment or Transfer of Service

(T)

Except as otherwise specifically provided in this tariff, the service of a customer may, upon the consent of the customer and provided there is no interruption or relocation of the service, be assigned or transferred as follows:

1. Non-Residence Service

- a. To another individual, partnership, association or corporation, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories, or 2) if any such outstanding indebtedness exists the individual, partnership, association or corporation assumes all such outstanding indebtedness and the unexpired portion of the contract.
- b. To a receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories or 2) if any such outstanding indebtedness exists the receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings assumes all such outstanding indebtedness and the unexpired portion of the contract.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.1 Applications For Service (cont'd)

D. Assignment or Transfer of Service (cont'd) (T)

2. Residence Service

- a. If the customer no longer resides at the premises to be served, to another individual.
 - b. If the customer continues to reside at the premises to be served, to another individual provided the transferee assumes all outstanding indebtedness for such service and the unexpired portion of the initial contract period applicable to such service, if any.
3. The regulations and conditions contained in this tariff concerning the establishment of service for and the furnishing of service to applicants and customers shall apply to such assignee or transferee.

1.2 Obligation to Furnish Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain without unreasonable expense suitable facilities and rights for the construction, installation, testing and maintenance of the necessary pole lines, circuits and equipment.

1.3 Identity of Customers

Use of Company facilities for public announcements is subject to the following conditions:

- A. For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Such address may be omitted from the recorded message provided that it is included in a published directory listing in the name of the organization or individual, responsible for the service, as such name is included in the message. (T)
- B. Customers transmitting factual public announcements, such as time, time-temperature, weather, stock market quotations, airline schedules, and similar information, are excluded from the preceding condition. (T)
- C. Failure to comply with the provisions of this paragraph shall be cause for termination of the service. (T)
- D. The Company will reveal, to the extent the information is available from its records, on request, the name of the customer responsible for the service with which the recorded public announcements are associated, and the address at which the service is provided. (T)

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.4 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company nor any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

1.5 Denial or Termination of Service

- A. The Company may deny or terminate any or all local service at one or more or all of the same customer's premises for the following reasons: (T)
1. Abandonment of the service; (T)
 2. Nonpayment of any past due charges in accordance with OAC 4901:1-5-10. (N)
 - (a) Temporary Access To 9-1-1 Service (T)

The Company will continue to follow its existing procedures for disconnection of local exchange service. However, for a period of 14 days following the disconnection for non-payment of past due residential charges, a residential customer will have outgoing access to 9-1-1 service provided on the disconnected access line. If, however, the customer has another active local exchange service line at the same service address, the 14 day outgoing access to 9-1-1 service will not be placed on the disconnected line. Where 14-day outgoing access to 9-1-1 service is provided on a disconnected line, all other incoming and outgoing calls on the disconnected line will be blocked. Once the 14-day period ends, complete disconnection will occur, and access to 9-1-1 service will no longer be available from the disconnected line. (C)
 3. Nonpayment of any sum on any final account, of the same class of service. (T)(C)
 4. Abuse or fraudulent use of service as set forth in 4. following; (T)
 5. Any other violation of the regulations of the Company; or (T)
 6. Upon objection to the continuance of service made by or on behalf of any governmental authority. (T)

Subsequent to the completion of an order to discontinue local service, it will be re-established only upon the basis of a new service application.

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.5 Denial or Termination of Service (cont'd)

- B. In addition to A. preceding, the nonpayment of past due charges may result in the disconnection of toll service: (T)(C)
1. The Company may disconnect the toll service of a customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 05-1102-TP-ORD and in accordance with OAC 4901:1-5-10. (T)
(C)
(N)

(D)
|
(D)
2. The Company shall respond promptly to customer inquiries pertaining charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the customer's inquiry. /1/
|
/1/

/1/ Material formerly appeared on 3rd Revised Sheet 10.

Issued: July 30, 2009

Effective: July 31, 2009

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated July 11, 2007, Case No. 05-1102-TP-ORD.

By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-09-0024

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.5 Denial or Termination of Service (cont'd)

- (D)
|
(D)
- /1/
|
/1/
- C. When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given. (T)
- D. Abuse or fraudulent use includes, but is not limited to: (T)
1. The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another; (T)
 2. The use of profane or obscene language; (T)
 3. The impersonation of another with fraudulent intent; (T)
 4. The use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service; (T)
 5. The use of the service for any purpose other than as a means of communication; (T)
 6. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and (T)
 7. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service. (T)

/1/ Material now appears on 3rd Revised Sheet 9.

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By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-09-0024

1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

1.6 Overtime

The service connection, move, change, installation and nonrecurring charges specified in this tariff contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of a customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

2. PAYMENT FOR SERVICE

2.1 Customer Responsibility

The customer is required to pay all charges for service and facilities in accordance with the Company's billing and collection practices. The customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages placed from his station and in connection with toll messages received at his station on which the charges have been reversed with the consent of the person called.

2.2 Thirty Day Month

For the purpose of computing charges for facilities and service, and allowances for interruptions in service, every month shall be considered to have thirty days.

2.3 Advance Payments and Deposits

A. Advance Payments

(T)

The Company reserves the right to require applicants to make such advance payments as may be necessary for the protection of the Company's exchange and toll service revenues, as well as toll service revenues of an IXC for whom the Company is an authorized agent. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

2. PAYMENT FOR SERVICE (cont'd)

2.3 Advance Payments and Deposits (cont'd)

B. Deposits (T)

The Company may, in order to safeguard its interests or those of an IXC for whom the Company is an authorized agent, require an applicant or a customer to make suitable deposit to be held by the Company or IXC. In addition, the Company may require customers who file for bankruptcy to furnish adequate assurance of payment in the form of a deposit or other security in accordance with the U.S. Bankruptcy Code, Section 366. Deposits for residential service shall be in accordance with OAC 4901:1-5 and Case No. 05-1102-TP-ORD. Further, the Company may require toll caps in lieu of, or in combination with, a deposit or advance payment to establish creditworthiness. (C) (N) (N)

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills. At such time as the contract is terminated, such amount of the deposit as is necessary will be applied to any indebtedness to the Company for telephone service charges. A deposit may be refunded or credited to the customer's account at any time prior to the termination of the contract in accordance with the Company's policies. /1/ | /1/ (C)

/1/ Material formerly appeared on 3rd Revised Sheet 13.

2. PAYMENT FOR SERVICE (cont'd)

/1/
|
/1/

2.4 Customer Billing Adjustments

The Company incorporates by reference, and will adhere to, the guidelines for subscriber billing adjustments for local exchange service, as found in OAC 4901:1-5-08.

(C)

The Company will issue applicable billing adjustments when it misses appointments and/or commitments after the subscriber requests a due-date change for out-of-service repairs (A) where the subscriber provides the Company at least 24 hours notice for such changes, and (B) where the subscriber did not prevent the Company from completing the subject repairs on a prior premises visit.

The Company will issue applicable installation charge adjustments when it misses appointments and/or installation intervals after the subscriber requests a due-date change (A) where the subscriber provides the Company at least 24 hours notice, and (B) where the subscriber did not prevent the Company from completing the installation on a prior premises visit.

In all cases in which a customer agrees to an appointment but the customer misses the appointment without providing at least 24 hours notice prior to the time of the appointment, no billing adjustment will be made by the Company.

The Company may obtain a grace period of an additional 48 hours due to extreme, unique and unforeseeable weather related events where otherwise, a customer adjustment would accrue as set forth in OAC 4901:1-5-08(D).

(C)
(C)

/1/ Material now appears on 5th Revised Sheet 12.

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In accordance with an Order issued by the Public Utilities Commission of Ohio, dated July 11, 2007, Case No. 05-1102-TP-ORD.

By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-09-0024

2. PAYMENT FOR SERVICE (cont'd)

2.6 Minimum and Maximum Level Pricing

- A. For certain items offered under the provisions of this tariff the rates and charges are identified as maximum level. The present applicable rates and charges are contained in a pricing list furnished to the Public Utilities Commission of Ohio (P.U.C.O.) by the Company. (T)
- B. The Company will furnish to the P.U.C.O. a new list reflecting changed rates and charges on one day's notice. (T)
- C. The provisions of this paragraph 2.6 apply to the following: (T)
 - 1st, 2nd and 3rd Access Lines
 - Caller ID
 - Call Waiting
 - Call Trace
 - Nonpublished Service

 - Per Line Number Blocking
 - COCOT Access Lines
 - 911 Service

2. PAYMENT FOR SERVICE (cont'd)

2.7 Returned Check Charge***

When a customer's check is not honored by their bank and the check is returned to the Company due to "insufficient funds" in the customer's account or similar reasons, a \$25.00 "Return Check Charge" will apply, unless the customer can establish that the charge should not be assessed.

2.8 Individual Customer Contracts

The Company may offer services to individual customers for terms and for rates and charges that differ from those stated in this tariff. Individual contracts will specify these terms, length of service, conditions and rate levels applicable to those specific customers. These contracts will be filed with the P.U.C.O. as required by 4901:1-6-17 and become effective immediately upon signing.

2.9 Late Payment Charges for Non-Residence Service***

A late payment charge will be applied to non-residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$11.00, or an amount that equals 1.5% of all unpaid charges which are past due; except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account exceeds \$10.00.

- A. The late payment charge does not apply to: (T)
- Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - Federal excise tax or any other taxes levied by law directly on the customer.
 - Accounts of the federal, state county or local government.
 - Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
- B. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge. (T)

*** Denotes Tier 1 Charge

2. PAYMENT FOR SERVICE (cont'd)

2.10 Late Payment Charges for Residence Services***

A late payment charge will be applied to residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$5.00, or an amount that equals 1.5% of all unpaid charges which are past due; except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account exceeds \$25.00, and it is at least nineteen calendar days from the postmark on the bill. (C)

A. The late payment charge does not apply to: (T)

- Amounts which are in dispute at the time the late payment charge would otherwise be applied.
- Any previous late payment fees included in the amount due. (N)
- Service establishment charges for Lifeline. (N)
- Federal excise tax or any other taxes levied by law directly on the customer.
- Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
- Amounts upon which an Interexchange Carrier has already assessed a Late Payment Charge.

*** Denotes Tier 1 Charge

2. PAYMENT FOR SERVICE (cont'd)

2.10 Late Payment Charges for Residence Services (cont'd)

- B. Each customer account shall be permitted a one-time waiver of a monthly late payment charge upon request by the customer provided the customer has paid the monthly bill to which the late payment charge was to apply. (T)
- C. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge. (T)

2.11 Convenience Fee for Payment Made with a Company Representative^{/1/}

A fee may apply for each instance of payment of charges made with a Company Representative, when authorized by the subscriber, for one-time electronic payments by check, credit card, or by any other discretionary method that may be accepted by the Company. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment and given the opportunity to be transferred to the automated payment system to avoid this charge.

This fee would not apply when automated payment systems are unavailable due to system outages. This fee would also not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, payments made using self service payment options, or automatic funds transfer.

Customers who are physically unable to use other payment alternatives, including the automated system, and who inform the Company Representative of such limitations on each call, would not be subject to the fee. The Company reserves the right to require medical certification.

Charge

Residence \$5.00

2.12 Telecommunication Relay Services (TRS)

Customers may be assessed a monthly charge per line to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

/1/ Denotes Tier 2 Service.

3. OBLIGATION AND LIABILITY OF THE COMPANY

3.1 Liability of The Company

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of 2., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption. (T)

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability made a condition of service by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate damage claims, it is also the court's responsibility to determine the validity of the limitation clause.

3. OBLIGATION AND LIABILITY OF THE COMPANY (cont'd)

3.1 Liability of The Company (cont'd)

- B. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company; and against any and all claims for damage caused by the customer's facilities or equipment attached or connected to facilities furnished by the Company. (T)

3.2 Installation, Maintenance and Repairs

- A. Unless otherwise specified in the Company's tariffs, a customer is not permitted to install, rearrange, disconnect, remove or repair, or permit others to install, rearrange, disconnect, remove or repair any apparatus or wiring of the Company on the network side of the network interface. (T)
- B. Unless otherwise specified in the Company's tariffs and B.1. and B.2 below, all ordinary expense of installation, maintenance and repair, in connection with facilities and service provided by the Company, on the network side of the network interface, is borne by the Company. (T)
1. In situations where maintenance and repairs would have been performed by the Company during the usual working hours on normal working days, but at the specific request of the customer such work is performed at other times for the customer's convenience or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such maintenance and repairs, when performed during usual working hours on normal working days, may be billed to the customer. This provision, however, shall not apply to emergencies, that is, situations that affect public health or safety, or result from critical illness, unavoidable casualties, or acts of God. (T)
2. In situations such as sporting events, one-time entertainment events, etc., where the customer requests that "standby" workmen be provided to safeguard the continuity of service, irrespective of when such "standby" workmen are provided, the entire cost of providing such "standby" workmen may be billed to the customer. (T)

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges

A. Application of Termination Charges

When service is terminated by the customer, or by the Company for any reason for which it may terminate such service under the provisions of this tariff, prior to the expiration of the initial contract period, the following termination charges apply in addition to all charges due for the service which has been furnished:

1. Additional Directory Listings and Joint User Service

In the case of joint user service and additional directory listings for which the initial contract period is the directory period, the termination charges will be the charges due to the end of the directory period, except that the termination charges will be the charges due for the period service has been rendered.

- a. In case the contract for the main service is terminated; (T)
- b. In case the listed party or joint user becomes a customer to the same class of service as is furnished to the customer who contracted for such additional listing or joint user service; (T)
- c. In case the customer, the listed party or the joint user moves to different premises as a result of which the service of the customer is not available to the listed party or joint user; or (T)
- d. In the case of death of the listed party or joint user. (T)

2. Contract Periods of Two Years or Less

In the case of services for which the initial contract period is two years or less, the termination charges will be the charges due for the unexpired portion of such initial contract period, except for those items for which a termination liability is set forth in this tariff.

3. Contract Periods in Excess of Two Years

In the case of services for which the initial contract period is in excess of two years, the termination charges will be an amount equal to fifty per cent of the charges for the unexpired portion of such initial contract period, at the rate in effect at the time the service is discontinued, except for those items for which a termination liability is set forth in this tariff.

5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

5.2 Termination Charges (cont'd)

B. Conditions Under Which Termination Charges Do Not Apply (cont'd)

2. Changes in Main Station Service

Termination charges do not apply to service displaced in the case of changes.

- a. From one class of main station service to another, or (T)
- b. From one grade of main station service of a given type to another grade of the same type for the same customer. (T)

3. Relocation or Discontinuance of Main Station Service

When main station service is relocated on non-continuous property, or discontinued, termination charges do not apply to such relocated or discontinued service provided the class of service involved has been furnished to the customer on his continuous property for a period of one month or more.

4. Termination of Service In Disaster Cases

Termination charges do not apply to service which is terminated due to fire, flood or other like disaster.

5. Discontinuance of Custom Calling Service Features

Termination charges do not apply to custom calling service if discontinued within 15 days after installation by a customer who does not wish to retain such service, as set forth under Custom Calling Service.

6. Changes Involving Exhibition Hall and Centrex Systems

- a. Termination charges do not apply to attendant positions removed within ninety days after the system was initially installed except:
 - (1) Where the entire service is terminated, or (T)
 - (2) The removed attendant position is replaced by another type attendant position (i.e., change from attendant key console to cord switchboard, or vice versa). (T)
- b. Termination charges do not apply to an attendant key console changed to one of greater capacity, however a new initial contract period applies to the replacing console.

/D/

/D/

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/D/

8. MEET POINT BILLING ARRANGEMENTS

(T)

When facilities are provided jointly by the Company and one or more other telephone companies, and a Commission approved multiple bill, multiple tariff (MBMT) arrangement is in place between the Company and the other telephone company or companies, the regulations and prices of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the service provided by the Company.

When the Company and one or more other telephone companies involved in provisioning services operate under a meet point multiple billing arrangement, and a Commission approved MBMT arrangement is in place between the Company and the other telephone company or companies, the portion of the circuit(s) located in that telephone company's area will be billed by that company. Under this arrangement, AT&T Ohio will bill the customer for their portion of the circuit(s) located in its territory at its tariffed rates, while the other telephone company or companies involved will bill the customer at their tariffed rates for the portion of the circuits located in their company territory.

9. CUSTOMER RIGHTS AND RESPONSIBILITIES

(T)

Customers have certain rights and responsibilities under the Ohio Minimum Telephone Service Standards (OAC 4901:1-5). These safeguards can be found in the appendix to OAC 4901:1-5-03, which is entitled, "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

(T)

Exhibit C

AT&T Ohio hereby revises Part 2 Section 2 of its AT&T Ohio Tariff P.U.C.O. No. 20 to achieve consistency with recent revisions to the Minimum Telephone Service Standards (MTSS) arising from Case No 05-1102-TP-ORD. The changes mainly consist of revisions to the MTSS case number, elimination of references to detariffed toll service, verbiage modifications to more closely align the tariff language with the rules as set forth in O.A.C. 4901:1-5, the current MTSS rules, as well as some general formatting changes.

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Case No(s). 90-5032-TP-TRF

Summary: Tariff to update tariff consistent with the recently revised MTSS electronically filed by Maryann Mackey on behalf of AT&T Ohio