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. 10 - 3051 - TP - NAC NOTE: Unless you have reserved a C 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, Columb	ous, Ohio 4.	3215	
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	n		
Contact Person for Annual Report Michael R. Schaedler			Phone 216-822-8307
Address (if different from above) 45 Erieview Plaza, Room	1600, Cleve	eland, Ohio 44114	
Consumer Contact Information Kathy Gentile-Klein			Phone 216-822-2395
Address (if different from above) 45 Erieview Plaza, Room	1600, Cleve	eland, Ohio 44114	
Motion for protective order included with filing? Yes	No		
Motion for waiver(s) filed affecting this case? \Box Yes \blacksquare N	o [Note: V	Waivers may toll any automatic t	imeframe.]

Section I – Pursuant to Chapter <u>4901:11-6 OAC</u> – 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.

<u>Carrier Type</u> Other (explain below)	■ ILEC		CTS	AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF <u>1-6-04(B)</u> (0 day Notice)	TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	☐ ZTA <u>1-6-04(B)</u> (0 day Notice)	□ ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	ATW <u>1-6-12(A)</u> (Non-Auto)	ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF <u>1-6-05(C)</u> (0 day Notice)	TRF <u>1-6-05(C)</u> (0 day Notice)	TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)	☐ TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (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	

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.gov</u> 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)		ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u>	AAC <u>1-6-10(F)</u>	CLECs must attach a current CLEC	
	(Auto 30 days)	(0 day Notice)	Exchange Listing Form	
Abandon all Services - With Customers	ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(B)</u>	ABN <u>1-6-11(B)</u>
	(Non-Auto)	(Auto 90 day)	(Auto 14 day)	(Auto 14 day)
Abandon all Services - Without		ABN <u>1-6-11(A)</u>	ABN <u>1-6-11(B)</u>	ABN <u>1-6-11(B)</u>
Customers		(Auto 30 days)	(Auto 14 day)	(Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u>	ACN <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u>	ACO <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u>	AMT <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	O day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(B)</u>	ATR <u>1-6-14(B)</u>	CIO <u>1-6-14(A)</u>	CIO <u>1-6-14(A)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)	(0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	(0 day Notice)	TRF (0 day Notice)	(0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	■ NAG <u>1-7-07</u>	NAG <u>1-7-07</u>		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC <u>1-7-05</u> (Non-Auto)		
<u>CMRS Providers</u> See <u>4901:1-6-15</u>	RCC [Registration & Change in Operations] (0 day)		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 <u>the 4901:1-6-14 Filing Requirements on the</u> <u>Commission's Web Page</u> 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)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in
	the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according
	to the applicable rule(s).

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, (Name)

, 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 (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) December 17, 2010

*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) DSLNet Communications, LLC) Pursuant To Section 252 of the) Telecommunications Act of 1996.)

Case No. 10-3051-TP-NAG

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

AT&T Ohio¹ hereby files the attached Fifteenth Amendment dated

December 14, 2010 ("the Amendment") to the agreement between AT&T Ohio and

DSLNet Communications, LLC, dated January 24, 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

replaces the performance measurements provisions of the Agreement.

The Agreement was approved by the Commission on April 24, 2002 in

Case No. 02-0188-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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

Respectfully submitted,

AT&T OHIO

By: <u>/s/ Jon F. Kelly</u> 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 DSLNET COMMUNICATIONS, LLC

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T") and DSLnet Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Ohio.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated December 31, 2001 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin participated in a Six Month Review that completed in 2007 for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- 1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
- 2. <u>Conflict between this Amendment and the Agreement</u>. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
- 3. <u>Scope of Amendment</u>. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
- 4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be

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

accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

- 5. Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. Provided however, the revised performance measures and remedies of the Appendix Performance Measurements will be implemented beginning with the first full data month after this amendment is effective.
- 6. <u>Reservation of Rights</u>. 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.

DSLnet Communications, LLC	
By:	
Printed: Douglas A. Carlen	
Title: <u>General Counsel</u> (Print or Type)	
Date: 12/8/10	

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

.01 By:

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 12-14-10

<u>CLEC OCN</u> 2575

ACNA - DSE

OHIO



ATTACHMENT 09 - PERFORMANCE

MEASUREMENTS



	Table of Contents
1.0	GENERAL PROVISIONS
2.0	REGION-SPECIFIC PROVISIONS



1.0 <u>General Provisions</u>

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that <u>AT&T-22STATE</u> is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and in the case of Connecticut, state tariffs, and within this Agreement.
- 1.2 <u>AT&T-22STATE</u>'s implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that <u>AT&T-22STATE</u> has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. <u>AT&T-22STATE</u>'s conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. <u>AT&T-22STATE</u>'s performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of <u>AT&T-22STATE</u>'s right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 <u>Region-Specific Provisions</u>

2.1 <u>AT&T MIDWEST REGION 5-STATE</u> Requirements:

- 2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.
- 2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.
- 2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:



- 2.1.3.1 Illinois 83 IL. Administrative Code Part 731
- 2.1.3.2 Indiana Cause No. 41657
- 2.1.3.3 Michigan Case No. U-11830
- 2.1.3.4 Ohio Case No. 00-942-TP-COI
- 2.1.3.5 Wisconsin Docket No. 6720-TI-198 (Performance Measurements only)
- 2.1.3.6 Wisconsin AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.
- 2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the <u>AT&T MIDWEST REGION 5-STATE</u> Remedy Plan.

2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:

2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by <u>AT&T</u> <u>SOUTHEAST REGION 9-STATE</u> pursuant to Commission order.

2.4 <u>AT&T CONNECTICUT</u> Requirements:

2.4.1 The Performance Measurements Plan for Connecticut posted on the AT&T Performance Measures Web Site shall be incorporated into this Agreement by reference as if fully set forth herein.

2.5 AT&T SOUTHWEST REGION 5-STATE Requirements:

2.5.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

2.6 <u>AT&T CALIFORNIA</u> Requirements:

2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/I. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

2.7 <u>AT&T NEVADA</u> Requirements:

2.7.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/17/2010 2:30:32 PM

in

Case No(s). 10-3051-TP-NAG

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