

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. 13-2271-TP-NAG
tw telecom of ohio llc	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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

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AT&T Ohio hereby files the attached twenty-third Amendment dated November 22, 2013, ("the Amendment") to the agreement between AT&T Ohio and tw telecom of ohio llc, dated March 29, 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 revises the pricing schedule for emergency number service access in the Agreement.

The Agreement was approved by the Commission on July 17, 2002 in Case No. 02-0911-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

Respectfully submitted,

AT&T OHIO

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

(614) 223-7928

Its Attorney

**AMENDMENT**

**BETWEEN**

**THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

**AND**

**TW TELECOM OF OHIO LLC**



Signature: eSigned - Tina Davis

Signature: eSigned - William A. Bockelman

Name: eSigned - Tina Davis  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: Sr. VP and General Counsel  
(Print or Type)

Title: Director  
(Print or Type)

Date: 22 Nov 2013

Date: 22 Nov 2013

tw telecom of ohio llc  
By: tw telecom holdings inc., its sole member

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
TW TELECOM OF OHIO LLC  
AND  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO**

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO ("AT&T OHIO") and tw telecom of ohio llc ("CLEC"). AT&T OHIO and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T OHIO and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved July 17, 2002 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

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

1. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
2. AT&T OHIO shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Appendix Pricing is deleted.
3. Conflict between this Amendment and the Agreement. 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 3.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. 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 91<sup>st</sup> day after filing.

## PRICING SHEETS

Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
5	OH	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 529.01		
5	OH	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 4.09			100 Records or part thereof

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

**Commission of Ohio Docketing Information System on**

**11/25/2013 11:30:35 AM**

**in**

**Case No(s). 13-2271-TP-NAG**

Summary: Application for approval of an interconnection agreement amendment between AT&T Ohio and tw telecom of ohio llc electronically filed by Jon F Kelly on behalf of AT&T Ohio