## The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio For Review and Approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996	<ul> <li>TRF Docket No. 90</li> <li>Case No. 14 - 1198 - TP -</li> <li>NOTE: Unless you have reserved a C</li> <li>BLANK.</li> </ul>	
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 4C, Columbu	ıs, 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.con	1	
Contact Person for Annual Report Maryann H. Mackey		Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room	1600, Cleveland, Ohio 44114	
Consumer Contact Information Maryann H. Mackey		Phone 216-822-0086
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? $\Box$ Yes $\boxtimes$ 1	No [Note: Waivers may toll any automatic	timeframe.]

#### Notes:

Section I and II are Pursuant to Chapter <u>4901:1-6 OAC</u> Section III – Carrier to Carrier is Pursuant to <u>4901:1-7</u> OAC, and Wireless is Pursuant to <u>4901:1-6-24</u> OAC. Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

(3) 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.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

Exhibit	Description:
Α	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).

#### All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

## Section I – Part I - Common Filings

Carrier Type Other (explain below)	For Profit ILEC	<b>Not For Profit ILEC</b>	
Change terms & conditions of existing BLES	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)	$\square \text{ ATA } \underline{1-6-14(1)}$ (Auto 30 days)
Revisions to BLES Cap.	$\Box ZTA 1-6-14(F)$ (0 day Notice)		
Introduce BLES or expand local service area (calling area)	ZTA <u>1-6-14(H)</u> (0 day Notice)	$\Box ZTA 1-6-14(H) (0 day Notice)$	$\Box ZTA 1-6-14(H)$ (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	ZTA <u>1-6-27(C)</u> (0 day Notice)	ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	$\Box \text{ TRF } \underline{1-6-14(F)}$ (0 day Notice)	$\Box \text{ TRF } \underline{1-6-14(F)(4)} \\ (0 \text{ day Notice})$	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	$ \square BLS 1-6-14 (C)(1)(c) (Auto 30 days) $		
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			TRF <u>1-6-08(G)</u> (0 day)
BLES withdrawal			$\Box ZTA 1-6-25(B)$ (0 day Notice)
Other* (explain)			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
15-day Notice				
30-day Notice				
Date Notice Sent:				·

## Section I – Part III – IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw

### Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC	CLEC	Carrier's Not	CESTC	CETC
Certification	(Out of Territory)		Offering BLES		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

### Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u>	ACN <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u>	ACO <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29(E)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	$\square ATC \underline{1-6-29(B)}$ (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u>	ATR <u>1-6-29(B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-29 Filing Requirements on the Commission's Web Page</u> for a complete list of exhibits.

#### Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	⊠ NAG <u>1-7-07</u>	□ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u>	ARB <u>1-7-09</u>
request for monutation	(Non-Auto)	(Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u>	☐ ATA <u>1-7-14</u>
	(Auto 30 day)	(Auto 30 day)
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	
Changes in rates, terms & conditions to Pole	$\Box$ UNC 1-7-23(B)	
Attachment, Conduit Occupancy and Rights-	(Non-Auto)	
of-Way.		
		·
	RCC	□ NAG
Wireless Providers See <u>4901:1-6-24</u>	[Registration &	[Interconnection
	Change in Operations]	Agreement or

#### Section IV. – Attestation

#### Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### <u>AFFIDAVIT</u> Compliance with Commission Rules

I am an officer/agent of the applicant corporation,

, and am authorized to make this statement on its behalf.

(Name)

Please Check ALL that apply:

□ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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 Filing Form for most 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) July 8, 2014 \*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 ) Level 3 Communications, LLC ) Pursuant To Section 252 of the ) Telecommunications Act of 1996. )

Case No. 14-1198-TP-NAG

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

AT&T Ohio<sup>1</sup> hereby files the attached Seventh Amendment dated July 8,

2014, ("the Amendment") to the agreement between AT&T Ohio and Level 3

Communications, LLC dated March 16, 2005 ("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 adds

ICG's ACNA and OCN to Level 3's ICA and terminates ICG's ICA.

The Agreement was approved by the Commission on June 17, 2005 in

Case No. 05-0344-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

<sup>&</sup>lt;sup>1</sup> 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-A Columbus, OH 43215

(614) 223-7928

Its Attorney

# AMENDMENT

# BETWEEN

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

AND

# LEVEL 3 COMMUNICATIONS LLC



Signature: eSigned - Richard Thayer	Signature: eSigned - Kristen E. Shore
Name:eSigned - Richard Thayer (Print or Type)	Name: eSigned - Kristen E. Shore (Print or Type)
Title: Director Interconnection Services (Print or Type)	Title:Executive Director-Regulatory(Print or Type)
Date: 07 Jul 2014	Date: 08 Jul 2014
Level 3 Communications LLC	The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ОНЮ	4863

Description	ACNA Code
ACNA	LVC

# AMENDMENT TO THE AGREEMENT BETWEEN LEVEL 3 COMMUNICATIONS LLC AND THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") and Level 3 Communications LLC ("Level 3"). AT&T and Level 3 are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Ohio and ICG Telecom Group, Inc. ("ICG") are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on April 08, 2003 in Docket 03-89-TP-NAG ("ICG Agreement");

WHEREAS, AT&T Ohio and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on June 17, 2005 in Docket 05-344-TP-NAG ("Agreement");

WHEREAS, Level 3 has purchased all of the assets of ICG in Ohio, including those associated with the ICG Agreement ("ICG Assets") and ICG's ACNA and OCN;

WHEREAS, AT&T Ohio and Level 3 intend that with Level 3's acquisition of ICG's Assets that ICG's Agreement be terminated and the obligations between AT&T Ohio and Level 3, including those associated with the ICG Assets, be governed by Level 3's Agreement; and

WHEREAS, Level 3 will add the ACNA and OCN listed in Section 3 and Section 4 of this Amendment to Level 3's Agreement.

**NOW**, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, AT&T Ohio and Level 3 agree to amend Level 3's Agreement as follows:

- 1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and pricing sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The ICG Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Level 3 shall be responsible for all charges previously assessed against ICG's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA ICG and OCN 7150, starting on and continuing after the Amendment Effective Date.
- 3. The Parties hereby add the ACNA "ICG" to the Agreement.
- 4. The Parties hereby add the OCN "7150" to the Agreement.
- 5. AT&T Ohio shall reflect that name change from "ICG Telecom Group, Inc." to "Level 3 Communications LLC" only for the main billing account (header card) for each of the accounts previously billed to ICG. AT&T Ohio shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Ohio's records with respect to those accounts previously billed to ICG, including to the services and items provided and/or billed thereunder or under the Agreement.
- 6. Level 3 shall operate with AT&T Ohio under the "Level 3" name for all accounts previously billed to ICG. Such operation shall include, by way of example only, submitting orders under Level 3, and labeling (including re-labeling) equipment and facilities with "Level 3".

- 7. Level 3 is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Level 3, or by AT&T Ohio on behalf of Level 3, for updating billing accounts previously billed to ICG and End User records.
- 8. A Collocation Reassignment of Space Application ("Application") is required for each individual site transferred from ICG to Level 3. Level 3 shall submit, within thirty (30) days of the Amendment Effective Date, one (1) complete and accurate Application for each physical or virtual collocation arrangement to be transferred. On each such Application, Level 3 shall check the "Reassignment of Space" and "Reassignment of Space ACNA Change" boxes in Section Three. Level 3 shall include a copy of this Amendment with each Application. If Level 3 does not submit the required Application for any collocation arrangement within the time period set forth above, the transfer of such collocation arrangement and associated Wholesale Services agreed to herein may become null and void at the sole option of AT&T Ohio.
- 9. The Parties agree to delete and replace in its entirety Section 17 of the General Terms and Conditions with the following:
  - 17. <u>Notices</u>
    - 17.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
      - 17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
      - 17.1.2 delivered by facsimile provided CLEC and/or AT&T Ohio has provided such information in Section 17.3 below.
      - 17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T Ohio has provided such information in section 17.3 below.
    - 17.2 Notices will be deemed given as of the earliest of:
      - 17.2.1 the date of actual receipt;
      - 17.2.2 the next Business Day when sent via express delivery service;
      - 17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
      - 17.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
      - 17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T Ohio.
    - 17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Richard Thayer
	Director Interconnection Services

AMENDMENT – ASSUME COMPANY CODES AND TERMINATE AGREEMENT/<u>AT&T OHIO</u> Page 3 of 3 LEVEL 3 COMMUNICATIONS 052914

STREET ADDRESS	1025 Eldorado Boulevard			
CITY, STATE, ZIP CODE	Broomfield, CO 80021			
PHONE NUMBER*	(720) 888-2620			
FACSIMILE NUMBER	(720) 888-5134			
EMAIL ADDRESS	rick.thayer@level3.com			

	AT&T CONTACT			
NAME/TITLE	Contract Management ATTN: Notices Manager			
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> floor Four AT&T Plaza			
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398			
FACSIMILE NUMBER	(214) 464-2006			
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website			

- 17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 17.5 AT&T Ohio communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 12. 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 91st day after filing.

							Non-	Non-	
						Monthly Recurring	Recurring	Recurring Charge (NRC)	
Attachment	State Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)		Additional	Per Unit
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Application Fee	XPG++, XVG++, XN6++, XS6++	NRFXK			\$503.95		Per Request
40		Rates and Charges For Space Reassignment/Restenciling Project Management Fee -		NDEVI			¢0.000.40		Des Desuest
12	OH COLLOCATION	Space Reassignment	XPG++, XVG++, XN6++, XS6++	NRFXL			\$2,883.10		Per Request
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS0/DSL Block	XPG++, XVG++, XN6++, XS6++	NRFXM			\$15.33		Per 100 pair block
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS1 Block	XPG++, XVG++, XN6++, XS6++	NRFXN			\$6.02		Per 28 DS1s
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil DS3 Coax Cable	XPG++. XVG++. XN6++. XS6++	NRFXO			\$4.90		Per cable
		× ×					¢ 1100		i di dabio
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Restencil Fiber Cable Block Rates and Charges For Space	XPG++, XVG++, XN6++, XS6++	NRFXP			\$91.95		Per 12 pair cable
12	OH COLLOCATION	Reassignment/Restenciling Restencil Fiber Jumper Block	XPG++, XVG++, XN6++, XS6++	NRFXQ			\$61.30		Per 4 jumpers
		Rates and Charges For Space Reassignment/Restenciling Restencil Power and tag					<b>\$01100</b>		i oi i jumporo
12	OH COLLOCATION	cables Rates and Charges For Space	XPG++, XVG++, XN6++, XS6++	NRFXR			\$107.28		Per 1-4 feeds
		Reassignment/Restenciling Restencil Timing Source							
12	OH COLLOCATION	and tag cable	XPG++, XVG++, XN6++, XS6++	NRFXS			\$122.60		Per cable
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Timing Record Book Update	XPG++, XVG++, XN6++, XS6++	NRFXT			\$45.98		Per element
		Rates and Charges For Space Reassignment/Restenciling Interconnection Records							
12	OH COLLOCATION	Update	XPG++, XVG++, XN6++, XS6++	NRFXU			\$296.61		Per element
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restencing Power Records Update	XPG++, XVG++, XN6++, XS6++	NRFXV			\$355.94		Per element
12	OH COLLOCATION	Rates and Charges For Space Reassignment/Restenciling Vendor Engineering	XPG++, XVG++, XN6++, XS6++	NRFXW			\$711.88		Per Space Reassignment job
12	OH COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XPG++, XVG++, XN6++, XS6++	NRFY6			\$107.28		Per 1-4 feeds
12	OH COLLOCATION	Rates and Charges For Power Reduction (Refusing Only) Restencil Power and tag cables	XPG++, XVG++, XN6++, XS6++	NRFYA			\$107.28		Per 1-4 feeds

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/8/2014 11:28:54 AM

in

Case No(s). 14-1198-TP-NAG

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