#### 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	) ) )	TRF Docket No. 90 Case No. 15 - 0057 - <b>TP</b> - NOTE: Unless you have reserved a GBLANK.	
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, Columbia	us, Ohio 43	215	
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.cor	n		
Contact Person for Annual Report Maryann H. Mackey			Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room	1600, Clev	eland, Ohio 44114	
Consumer Contact Information Maryann H. Mackey			Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room	1600, Clev	eland, Ohio 44114	
Motion for protective order included with filing?   Yes			
Motion for waiver(s) filed affecting this case?  Yes	No [Note:	Waivers may toll any automatic	timeframe.]
Notes:			
Section I and II are Pursuant to Chapter 4901:1-6 OAC			

- Section III Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 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 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.
- (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.

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

# $Section \ I-Part \ I-Common \ Filings$

Carrier Type  Other (explain below	)	☐ For Prof	fit ILEC	Not For I	Profit ILEC	☐ CI	LEC
Change terms & conditions existing BLES		ATA <u>1-6-14(H)</u> (Auto 30 days)		ATA <u>1-6</u> (Auto 30 days			TA <u>1-6-14(H)</u> 30 days)
Introduce non-recurring ch surcharge, or fee to BLES	arge,					(Auto 3	TA <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1-</u> (Auto 30 day	ys)	ATA <u>1-6-14(1)</u> (Auto 30 days)			TA <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		TTA <u>1-0</u> (0 day Notic					
Introduce BLES or expand service area (calling area)	local	TTA <u>1-6</u> (0 day Notice		TTA <u>1-6-</u> (0 day Notice			'A <u>1-6-14(H)</u> Notice)
Notice of no obligation to of facilities and provide BLES		ZTA <u>1-6</u> (0 day Notic		ZTA <u>1-6-</u> (0 day Notice			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic	e)	TRF <u>1-6-</u> (0 day Notice			RF <u>1-6-14(G)</u> Notice)
To obtain BLES pricing fle	exibility	BLS 1-6-14 (C)(1)(c) (Auto 30 days)					
Change in boundary		ACB <u>1-0</u> (Auto 14 day		ACB <u>1-6-6-6</u> (Auto 14 days			
Expand service operation a	rea						AF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							'A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cus							,
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tion	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 Cha	ange	Withdraw
☐ IOS							

# 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)

<sup>\*</sup>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> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (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> (Auto 30 days)	ATR <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)

<sup>\*</sup> Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page 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 Arbitration	(Non-Auto)	(Non-Auto)
Introduce or change of a service tariffs	☐ ATA <u>1-7-14</u>	☐ ATA <u>1-7-14</u>
Introduce or change c-t-c service tariffs,	(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	☐ UNC 1-7-23(B)	
Attachment, Conduit Occupancy and Rights-	(Non-Auto)	
of-Way.		
	RCC	□NAG
Wireless Providers See 4901:1-6-24	[Registration &	[Interconnection
	Change in Operations]	Agreement or

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

#### **AFFIDAVIT**

# Compliance with Commission Rules

The state of the s	
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 Ohimply Commission approval and that the Commission's rules as modified contradictory provisions in our tariff. We will fully comply with the rules of the can result in various penalties, including the suspension of our certificate to ope	I and clarified from time to time, supersede any he state of Ohio and understand that noncompliance
☐ I attest that customer notices accompanying this filing form were sent to affect accordance with Rule 4901:1-6-7, Ohio Administrative Code.	ected customers, as specified in Section II, in
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 signathorized agent of the applicant.	ned by counsel or an officer of the applicant, or an
<u>VERIFICATION</u>	
I, Jon F. Kelly, verify that I have utilized the Telecommunications Filing Form and that all of the information submitted here, and all additional information correct to the best of my knowledge.	
*(Signature and Title) /s/ Jon F. Kelly, General Attorney *Verification is required for every filing. It may be signed by counsel or an of 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	)	
Matrix Telecom, Inc., d/b/a	)	Case No. 15-0057-TP-NAG
Comtel Telcom Assets LP d/b/a	)	
Excel Telecommunications	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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

AT&T Ohio<sup>1</sup> hereby files the attached Twelfth Amendment dated January 7, 2015 ("the Amendment") to the agreement between AT&T Ohio and Matrix Telecom, Inc., d/b/a Comtel Telcom Assets LP d/b/a Excel Telecommunications, dated April 12, 2002 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment changes the CLEC's name, terminates certain other agreements, and adds specified company codes to the Agreement.

The Agreement was approved by the Commission on August 9, 2002 in Case No. 02-1121-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:

/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

Signature Page/AT&T OHIO
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MATRIX Version: 1Q13 - 03/15/13

# **AMENDMENT**

# **BETWEEN**

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

# **AND**

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A VARTEC TELECOM



Signature Page/**AT&T OHIO**Page 2 of 2
MATRIX

Version: 1Q13 - 03/15/13

Signature: eSigned - Doug Funsch

Name: eSigned - Doug Funsch
(Print or Type)

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

Title: Chief Financial Officer

Title: Director

Title: Chief Financial Officer

(Print or Type)

Title: Director

(Print or Type)

Date: 17 Dec 2014 Date: 07 Jan 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications and Matrix Telecom, Inc. d/b/a VarTec Telecom

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

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT

State	CLEC OCN
OHIO	5436, 3051, 7984, 4909, 9463, 9824

AMENDMENT - TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T OHIO

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# AMENDMENT TO THE AGREEMENT BETWEEN

# MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS, MATRIX TELECOM, INC. D/B/A VARTEC TELECOM AND

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

This Amendment (the "Amendment") modifies the Interconnection Agreement by and The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T OHIO") and Matrix Telecom, Inc. ("Matrix"). AT&T OHIO and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T OHIO and Matrix are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 10, 2004 ("Matrix Agreement");

WHEREAS, AT&T OHIO and Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 9, 2002 ("Excel Agreement");

WHEREAS, AT&T OHIO and Comtel Telcom Assets LP d/b/a VarTec Telecom ("VarTec") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 25, 2002 ("VarTec Agreement");

WHEREAS, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a Excel Telecommunications in Ohio, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

WHEREAS, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a VarTec Telecom in Ohio including those associated with the VarTec Agreement ("VarTec Assets") and VarTec's ACNA and OCN;

WHEREAS, Matrix represents that it has authority to amend the Excel and VarTec Agreements;

WHEREAS, with Matrix's acquisition of the Excel and VarTec, Matrix desires to continue to purchase services from AT&T OHIO under the Matrix Agreement and seeks to terminate the Excel and VarTec Agreements;

WHEREAS, AT&T OHIO and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

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

- This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The Excel and VarTec Agreement shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel and VarTec including all charges previously assessed against Excel and VarTec's ACNA and OCN prior to the Effective Date of this Amendment and shall also be responsible for all AT&T OHIO charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 4909, 5436, 9463, and 9824, starting on and continuing after the Effective Date.
- 3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc." to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."

#### AMENDMENT - TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T OHIO

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- 3.1 AT&T OHIO shall reflect that name change from "Comtel Telcom Assets LP d/b/a Excel Telecommunications" or "Comtel Telcom Assets LP d/b/a VarTec Telecom" only for the main billing account (header card) for each of the accounts previously billed to Matrix Telecom, Inc. d/b/a Excel Telecommunications or Matrix Telecom, Inc. d/b/a VarTec Telecom. AT&T OHIO shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T OHIO records with respect to those accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom with AT&T OHIO for those accounts and the services and items provided and/or billed thereunder or under the Excel or VarTec Agreement.
- 3.2 Once this Amendment is effective, Matrix shall operate with AT&T OHIO under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."
- 3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by AT&T OHIO on behalf of Matrix, for updating billing accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom.
- 4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "VRT"

OCN "7984," "4909," "9463," and "9824"

5. The Parties agree to delete and replace in its entirety Section 30.10 of Article XXX Miscellaneous with the following:

#### 30.10. <u>Notices</u>

- 30.1 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:
  - 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.
  - 30.1.2 delivered by facsimile provided CLEC and/or AT&T OHIO has provided such information in Section 30.3 below.
  - 30.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T OHIO has provided such information in Section 30.3 below.
- 30.2 Notices will be deemed given as of the earliest of:
  - 30.2.1 the date of actual receipt;
  - 30.2.2 the next Business Day when sent via express delivery service;

#### AMENDMENT - TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T OHIO

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- 30.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 30.2.4 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.
- 30.2.5 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.
- 30.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	contracts@impacttelecom.com

	AT&T OHIO 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) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

30.4 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 30. 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

#### AMENDMENT - TERMINATE AGREEMENT, NAME CHANGE, COMPANY CODES, NOTICE/AT&T OHIO

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address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 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.
- 30.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 8. 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.

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

1/14/2015 4:46:26 PM

in

Case No(s). 15-0057-TP-NAG

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