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 - 0502 - TP - 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.com	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	☑ No		
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	t ILEC Not For Profit ILEC		☐ CI	LEC	
Change terms & conditions existing BLES	ATA <u>1-6-6-6</u> (Auto 30 days			ATA <u>1-6-14(H)</u> (Auto 30 days)			TA <u>1-6-14(H)</u> 30 days)	
Introduce non-recurring ch surcharge, or fee to BLES	troduce non-recurring charge,					(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</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				
Characa DI ES Datas		TRF <u>1-6</u> (0 day Notic	e)	TRF <u>1-6-</u> (0 day Notice		TRF <u>1-6-14(G)</u> (0 day Notice)		
To obtain BLES pricing flexibility $(C)(1)(c)$		BLS <u>1-6-</u> (C)(1)(c) (Auto 30 da						
Change in boundary	□ ∧CR							
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	S Offerings	Pursuant to	Chapter 49	01:1-6-22 OAC				
IOS	Introdu	ice New	Tariff	Change	Price Change		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)

^{*}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)

^{*} 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

Complaince wan Commission	Kuics
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 open	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 sig authorized 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 Forn 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 Amend	ment)	
Between AT&T Ohio and)	Case No. 15-0502-TP-NAG
Broadwing Communications, LLC)	
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 Ohio¹ hereby files the attached Fourteenth Amendment dated March 4, 2015 ("Amendment") to the agreement between AT&T Ohio and Broadwing Communications, LLC. dated June 28, 2000 ("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 provides for TELRIC rates for entrance facilities used exclusively for interconnection, outlines what traffic can traverse the network, and reserves each Parties' rights due to a pending law suit in Missouri.

The Agreement was approved by the Commission on September 26, 2000, in Case No. 00-1172-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

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

Signature Page/AT&T OHIO Page 1 of 2 BROADWING Version: 2Q14 - 04/10/14

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE PHONE COMPANY d/b/a AT&T OHIO

AND

BROADWING COMMUNICATIONS, LLC



Signature Page/AT&T OHIO Page 2 of 2 BROADWING Version: 2Q14 - 04/10/14

Signature: eSigned - Gary Black, Jr. eSigned - Gary Black, Jr. Name: _ (Print or Type) **VP** Carrier Relations Title: _ (Print or Type) 03 Mar 2015

Broadwing Communications, LLC

Date: _

State	CLEC OCN
OHIO	3701

Description	ACNA Code(s)
ACNA(s)	FOC

Signature:	eSigned - Kristen E. Shore
Name:	eSigned - Kristen E. Shore
	(Print or Type)
Title:	Executive Director-Regulatory
	(Print or Type)
Date:	04 Mar 2015

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

AMENDMENT -ENTRANCE FACILITY/**AT&T OHIO**PAGE 1 OF 2
BROADWING
012615

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO AND BROADWING COMMUNICATIONS, LLC

This Amendment modifies the Interconnection Agreement by and between The Ohio Bell Telephone Company d//b/a AT&T OHIO ("AT&T OHIO") (previously referred to "Ameritech Ohio") and Broadwing Communications, LLC ("Broadwing" or "CLEC"). AT&T OHIO and Broadwing Communications, LLC 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 OHIO and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 2, 2000 (the "Agreement"); and,

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

- This Amendment is composed of the foregoing recital, the terms and conditions contained herein, and Pricing Sheet(s) attached hereto as Exhibit 1, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The Parties agree to amend APPENDIX NETWORK INTERCONNECTION METHODS (NIM) of the Agreement to add the following Section 3.10:

3.10 Entrance Facilities

- 3.10.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Broadwing's network with AT&T OHIO's network. Specifically, Entrance Facilities connect Broadwing's network from Broadwing's Switch or Point of Presence ("POP") within the LATA to the AT&T OHIO Serving Wire Center of such Switch or POP.
- 3.10.2 Broadwing may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T OHIO's network when Broadwing submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. The Parties do not agree whether Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use Facilities") qualify, in whole or in part, for the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, which disagreement is subject to the Lawsuit (as defined in Section 6 below). Such Mixed Use Facilities will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Ohio tariff and/or Federal tariff, but subject to Section 5 below.
- 3.10.3 Broadwing may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3) of

AMENDMENT -ENTRANCE FACILITY/**AT&T OHIO**PAGE 2 OF 2
BROADWING
012615

the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing's customer and Broadwing's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups. The Parties do not agree whether the services in (iii) above qualify in whole or in part for the rates set forth in the Pricing Sheet(s), which is also subject to the Lawsuit. Subject to Section 5 below, the services will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Ohio tariff.

- 3.10.4 If AT&T OHIO determines that Broadwing is sending traffic over an Entrance Facility other than as set forth in Section 3.10.2, AT&T OHIO shall notify Broadwing of such non-compliance, and Broadwing shall cure such non-compliance within 45 days of such notice. If Broadwing does not cure such non-compliance within 45 days, notwithstanding other terms of the Agreement, AT&T OHIO reserves its rights to convert non-compliant facilities to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
- 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 5. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law") that were the basis or rationale for any rate(s), terms(s) and/or condition (s) of this Amendment, which are preserved by this Amendment, and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, either Party may require modification consistent with the action of the Change of Law Event by providing a written request to negotiate an amendment.
- 6. Broadwing has asserted claims against AT&T OHIO in a lawsuit styled *Broadwing Communications, LLC, et al. v. Illinois Bell Telephone Company et al.*, Case No. 4:13cv1080, pending in the United States District Court for the Eastern District of Missouri (the "Lawsuit"). The Parties agree this Amendment is not an admission with respect to any of the issues, arguments, claims, and counterclaims asserted in the Lawsuit. This Amendment, or the fact that the Parties entered into this Amendment, cannot be used for any purpose in the Lawsuit. By entering into this Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the issues, arguments, claims and counterclaims raised by either Party in the Lawsuit.
- 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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Re C	onthly curring harge MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
71110011110111	Ciuio	Entrance Facilities used for Local	Table 2 control	000 (0.000 0.00.1.00)	5555		,			714411101141	
2	ОН	Interconnection	DS1 Entrance Facilities Zone 1	UZ1	UEYB1	1	\$	66.45	NA	NA	
		Entrance Facilities used for Local			_		Ť				
2	ОН	Interconnection	DS1 Entrance Facilities Zone 2	UZ1	UEYB2	2	\$	81.14	NA	NA	
		Entrance Facilities used for Local					1				
2	ОН	Interconnection	DS1 Entrance Facilities Zone 3	UZ1	UEYB3	3	\$	62.07	NA	NA	
		Entrance Facilities used for Local					1				
2	ОН	Interconnection	DS3 Entrance Facilities Zone 1	UZ3	UEYC1	1	\$	560.77	NA	NA	
		Entrance Facilities used for Local					1				
2	ОН	Interconnection	DS3 Entrance Facilities Zone 2	UZ3	UEYC2	2	\$	646.31	NA	NA	
	-	Entrance Facilities used for Local		<u> </u>			Ť				
2	ОН	Interconnection	DS3 Entrance Facilities Zone 3	UZ3	UEYC3	3	\$	693.84	NA	NA	
	-	Interoffice Mileage to establish Local		<u> </u>			Ť				
			DS1 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 1	UZ1	CZ4X1	1	\$	14.79	NA	NA	Termination
		Interoffice Mileage to establish Local					1				
			DS1 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 2	UZ1	CZ4X2	2	\$	14.79	NA	NA	Termination
		Interoffice Mileage to establish Local					1				
		į	DS1 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 3	UZ1	CZ4X3	3	\$	14.79	NA	NA	Termination
		Interoffice Mileage to establish Local		<u> </u>		_	1				
			DS1 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 1	UZ1	1YZX1	1	\$	1.64	NA	NA	Per Mile
		Interoffice Mileage to establish Local					1				
			DS1 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 2	UZ1	1YZX2	2	\$	1.64	NA	NA	Per Mile
		Interoffice Mileage to establish Local					1				
			DS1 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 3	UZ1	1YZX3	3	\$	1.64	NA	NA	Per Mile
		Interoffice Mileage to establish Local		<u> </u>		_	1				
			DS3 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 1	UZ3	CZ4X1	1	\$	127.75	NA	NA	Termination
		Interoffice Mileage to establish Local					Ť				
		Interconnection at Non-Serving Wirecenter	DS3 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 2	UZ3	CZ4X2	2	\$	127.75	NA	NA	Termination
		Interoffice Mileage to establish Local									
		Interconnection at Non-Serving Wirecenter	DS3 Interoffice Transport - Interoffice Mileage								Per Point of
2	ОН	office	Termination - Per Point of Termination - Zone 3	UZ3	CZ4X3	3	\$	127.75	NA	NA	Termination
		Interoffice Mileage to establish Local									
		Interconnection at Non-Serving Wirecenter	DS3 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 1	UZ3	1YZX1	1	\$	21.61	NA	NA	Per Mile
		Interoffice Mileage to establish Local					Ė				
		Interconnection at Non-Serving Wirecenter	DS3 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 2	UZ3	1YZX2	2	\$	21.61	NA	NA	Per Mile
		Interoffice Mileage to establish Local									
			DS3 Interoffice Transport - Interoffice Mileage - Per Mile								
2	ОН	office	- Zone 3	UZ3	1YZX3	3	\$	21.61	NA	NA	Per Mile
2	ОН	Multiplexing	DS3 to DS1 - Zone 1	UZ3	QM3X1		\$	372.85	NA	NA	
2	ОН	Multiplexing	DS3 to DS1 - Zone 2	UZ3	QM3X2		\$	372.85	NA	NA	
2	OH	Multiplexing	DS3 to DS1 - Zone 3	UZ3	QM3X3		\$	372.85	NA	NA	

Respectfully submitted,

AT&T Ohio

By:

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

(614) 223-7928

Its Attorney

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/13/2015 10:31:45 AM

in

Case No(s). 15-0502-TP-NAG

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