



FILE 11
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August 15, 2005

Ms. Renee J. Jenkins
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus OH 43266-0573

Re: Case No. 83-464-TP-COI
Case No. 90-5032-TP-TRF

Dear Ms. Jenkins:

Attached are three sets of revised tariff pages to be filed in your copy of the SBC Operating Companies Access Service Tariff, F.C.C. No. 2.

With this filing, Ameritech is proposing to introduce Contract Offer No. 76-DS3 Transport Service Offer, an access discount pricing plan that provides the Customer with discounted rates for new access services.

Should you have any questions or require additional information, please contact me at 614 223-8184.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Susan Drombetta", is written over a horizontal line.

Susan Drombetta
State Regulatory Advocate

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
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SBC Communications Inc.



FRN: 0005-0491-92

August 12, 2005

Transmittal No. 1496

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Wireline Competition Bureau

The accompanying tariff material, issued by Ameritech Operating Companies (Ameritech) and bearing Tariff F.C.C. No. 2, is sent to you for publication in compliance with Sections 61.49, 61.55, 61.58(c), and 69.727 of the Commission's Rules and the requirements of the Communications Act of 1934, as amended. This filing is being submitted on one day's notice in compliance with Section 61.58(c) of the Commission's Rules and the requirements of the Communications Act of 1934, as amended.

This filing, scheduled to become effective August 13, 2005, consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.
2

Check Sheet Revision No.
1352nd Revised Page 1
29th Revised Page 1.19
1st Revised Page 1.20

With this filing, Ameritech is proposing to introduce Contract Offer No. 76 – DS3 Transport Service Offer, an access discount pricing plan that provides the Customer with discounted rates for new access services. Qualified services under Contract Offer No. 76 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.76.2 (A). Contract Offer No. 76 is available for subscription August 13, 2005 through September 13, 2005. This Contract Offer is not renewable.

Wireline Competition Bureau

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August 12, 2005

In accordance with Section 61.14, this transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS) in compliance with the electronic filing procedures.

Payment in the amount of \$720.00 has been electronically transmitted to the Mellon Bank in Pittsburgh, Pennsylvania, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via ETFS as a proprietary document. These actions have been committed on the date established as the issued (filed) date as reflected above.

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Linda B. Meyer, Associate Director - Tariff Administration, Four SBC Plaza, Room 1970.04, Dallas, Texas 75202, facsimile number (214) 858-0639. All other correspondence and inquiries concerning this Transmittal should be addressed to Anisa A. Latif, Associate Director-Federal Regulatory, (202) 326-8905, 1401 I Street, N.W., Suite 1100, Washington, D.C. 20005.

Sincerely,

A handwritten signature in black ink, reading "Patrick R. Doherty". The signature is written in a cursive style with a large initial "P" and a stylized "D".

Attachments:

Transmittal Letter

Tariff Pages

AMERITECH OPERATING COMPANIES

TARIFF F.C.C. NO. 2
1352nd Revised Page 1
Cancels 1351st Revised Page 1

ACCESS SERVICE
CHECK SHEET

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown.
Original and revised pages as named below and Supplement No. 336 contain all changes from the original tariff that are in effect on the date hereof.

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1.3	285th	10.1	11th	24	1st
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1.5	208th	11	4th	26	3rd
1.6	184th	12	10th	27	9th
1.7	124th	13	5th	28	11th
1.8	106th	13.1	6th	28.1	5th
1.9	134th	13.2	10th	29	Original
1.10	47th	13.3	10th	30	Original
1.11	61st	13.4	19th	31	Original
1.12	22nd	13.5	35th*	32	Original
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1.15	35th	15	16th	34.1	1st
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1.19	29th*	16.1.1	Original	37	13th
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3	8th	16.4	2nd	37.3	5th
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* New or Revised Page

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Issued: August 12, 2005

Effective: August 13, 2005

President, Industry Markets
Ameritech Operating Companies
One SBC Plaza, Dallas, Texas 75202

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(This page filed under Transmittal No. 1496)

Issued: August 12, 2005

Effective: August 13, 2005

President, Industry Markets
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22. Pricing Flexibility Contract Offerings22.76 Contract Offer No. 76 – DS3 Transport Service Offer22.76.1 General Description

Contract Offer No. 76 – DS3 Transport Service Offer is an access discount pricing plan that provides the Customer with discounted rates for new and existing access services. Qualified services under Contract Offer No. 76 are available only in the Pricing Flexibility Metropolitan Statistical Area (hereafter referred to as MSA), as described in Section 22.76.2 (A). Contract Offer No. 76 is available for subscription August 13, 2005 through September 13, 2005. This Contract Offer is not renewable.

All Terms and Conditions for the Subject Services provided under this Contract Offer are governed by Ameritech Operating Companies (Ameritech) Tariff F.C.C. No. 2, except as noted herein.

22.76.2 Eligibility Criteria

The following eligibility criteria must be met to purchase pricing flexibility qualified services (hereafter referred to as Subject Services) under this Contract Offer:

- (A) The Subject Services must be located in the following Pricing Flexibility MSA: Peoria, IL; and
- (B) Subject Services must be provided in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.7 (C) DS3 Service.

22.76.3 Terms and Conditions(A) Term Period

The contract term (Term Period) is five (5) years, commencing on the execution date of the Letter of Subscription.

By written notification to the Telephone Company sixty (60) days prior to the expiration of the Term Period, the Customer may extend the rates, terms and conditions of this Contract Offer for one additional one year term.

Upon the expiration of the Term Period, the Subject Services provided under this Contract Offer will be subsequently provided under the prevailing applicable monthly extension rates found in Ameritech Tariff F.C.C. No. 2, Section 21.5.2.

(This page filed under Transmittal No. 1496)

Issued: August 12, 2005

Effective: August 13, 2005

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22. Pricing Flexibility Contract Offerings (Cont'd)22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)22.76.3 Terms and Conditions (Cont'd)(B) Contract Subscription

- (1) This Contract Offer is available for subscription August 13, 2005 through September 13, 2005.
- (2) To subscribe to this Contract Offer the Customer must submit a Letter of Subscription (LOS) to the Telephone Company.

(C) General

- (1) The Customer must purchase one new two node OC-48 Dedicated Ring from the Telephone Company in the Peoria, IL MSA.
- (2) New Subject Services provided under this Contract Offer must be subtending the new ring described in Section 22.76.3 (C) (1) above.
- (3) If the Customer discontinues service under this Contract Offer during the Term Period, a termination charge will apply in accordance with Section 22.76.7 for the discontinued services.
- (4) The Customer may not include Subject Services provided under this Contract Offer in any other promotional tariff, contract offer, or other discount plan concurrently with this Contract Offer.
- (5) Commingling, as defined in Ameritech Tariff F.C.C. No. 2, Section 2.6, of Subject Services under this Contract Offer is prohibited.

22.76.4 Mergers and Acquisitions

The Terms and Conditions of this Contract Offer shall continue in full force and in effect if the Customer, in whole or in part, merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or certain assets of another company (the foregoing generally referred to herein as a merger or acquisition). Upon the Transaction Close Date of the merger or acquisition, if the other company involved in the merger or acquisition also purchases Subject Services from the Telephone Company, the Subject Services, as provided for in this Contract Offer, will continue to be maintained at the same volume, rates, terms, and conditions as outlined herein. The Transaction Close Date shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

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22. Pricing Flexibility Contract Offerings (Cont'd)22.76 Contract Offer No. 76 – DS3 Transport Service Offer (Cont'd)22.76.5 Assignment and Transfer

If the Customer wishes to assign or transfer its use of services under this Contract Offer pursuant to Ameritech Tariff F.C.C. No. 2, Section 2.1.2, the Telephone Company will acknowledge such transfer or assignment if the criteria in Section 2.1.2 are met, unless (1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (A) or (B) below, or (2) if the proposed assignee or transferee or its parent has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

- (A) Any debt securities of the proposed assignee or transferee or its parent (defined as an entity that owns directly or indirectly more than 50% of the equity of the proposed assignee or transferee) are rated below investment grade, as defined by the Securities and Exchange Commission, or if any debt securities of a proposed assignee or transferee or its parent are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.
- (B) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies (e.g. Standard and Poor's), but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or "high risk" in a Paydex score as published by Dun and Bradstreet.

22.76.6 Rates, Charges and Credits(A) Monthly Recurring Charges (MRC)

The Customer must pay the following MRC for each rate element that comprises new Subject Services provided under this Contract Offer.

Rate Elements	Applicable USOC	MRC
DS3 Service		
Channel Mileage Termination – per Termination	CZ4X4	\$209.30
Channel Mileage Termination – per Termination	CZ4X5	\$211.25
Channel Mileage – per mile	1YZX4	\$31.20
Channel Mileage – per mile	1YZX5	\$31.85

Any rate elements not described herein will be subject to the applicable rates and charges outlined in Ameritech Tariff F.C.C. No. 2.

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.76 Contract Offer No. 76 -- DS3 Transport Service Offer (Cont'd)22.76.6 Rates, Charges and Credits (Cont'd)(B) Credits for Existing Services

Billing credits will be applied monthly for each of the first four months of the Term Period for the existing Subject Services, as follows.

Rate Elements	Monthly Credit
DS3 Local Distribution Channel	(\$15,000.00)

The total billing credits available under this Contract Offer shall equal sixty thousand dollars.

22.76.7 Termination Liability

The termination liability language contained below applies in lieu of the termination liability language described in Ameritech Tariff F.C.C. No. 2. If the Customer requests termination of this Contract Offer, or requests termination of individual Subject Services provided under this Contract Offer, or is not in compliance with the Terms and Conditions of this Contract Offer, the Customer will be liable for a termination charge. This charge shall become due as of the effective date of the termination and is payable within 30 days of the billing invoice date.

The termination charge shall be equal to 50% of the recurring charges for the balance of the Term Period and will be calculated as follows:

(Monthly Recurring Charges) multiplied by (months remaining in Term Period)
multiplied by (termination liability percentage of 50%) = Termination Charge

Example: Customer has \$200,000 in recurring charges. If the service is terminated after thirty-six (36) months and has twenty-four (24) months remaining in a sixty (60) month Term Period, the termination charge would be calculated as:

$\$200,000 \times 24 \text{ months} \times 50\% = \$2,400,000$ Termination Charge

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