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James R. Abbott
Manager
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March 30, 2000

Case No. 00-595-TP-AEC

Ms. Daisy Crockron
Chief, Docketing Dept.
Public Utilities Commission of Ohio
180 East Broad Street, 10th Floor
Columbus, Ohio 43215

Dear Ms. Crockron:

Enclosed for filing on behalf of AT&T Communications of Ohio, Inc. ("AT&T") is an original and seven (7) copies of the **REDACTED** version of a contract for AT&T Software Defined Network (SDN), Megacom 800 and 800 Readyline service within Ohio.

AT&T is an Ohio corporation authorized to do business in all 88 counties within Ohio for its competitive interexchange telecommunications services.

This filing is pursuant to the Commission's Order in Case No. 96-389-TP-AEC et al.

Please contact me on 614-228-7960 with any questions you may have relating to this matter.

Sincerely,

James Abbott
James Abbott
Manager

Attachment

cc: Scott Potter / PUCO
Karen Hardie / OCC

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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.
Technician *Joan Schupler* Date Processed *3-31-00*

PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

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PJCCOIn the Matter of the Application of END USER)CONTRACT)Case No. 00-595-TP-AECName of Registrant(s) AT&T Communications of OhioAddress of Registrant(s) 65E State St. Columbus Ohio 43215-4209Contact Person(s) James Abbott (Phone - 614-228-7960 ; Fax- 614-228-7965)Date 3-30-00 TRF Docket No. 90-9000-TP-TRFMotion for protective order included with filing? ☐ Yes, ☒ NoRequest for waiver(s) included with filing? ☐ Yes, ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VI.L. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☒ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
☒ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing - see below)
- a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
- b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
- c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
- d. ☐ Withdrawal of Service (30-day approval, 10 copies)
- e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
- f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
- ☒ Specify for each service affected whether it is business; residence; or both. Also indicate whether it is a switched or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☐ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
- ☒ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
 - ☐ If **Mirroring ILEC** exchanges for both serving area and local calling areas: * **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. * **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
 - ☐ If **Self-defining** serving area and/or local calling area as an area other than that of the established ILEC exchange(s): * **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. * **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☒ Emergency Services Calling Plan
- ☒ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☐ Resale of Service [Required for facilities-based NECs]
- ☐ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

James Abbott Manager AT&T Law&Gov't Affairs 614-228-7960 65 E. State St.
Columbus, Ohio 43215-4209

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Cova Freeman Law&Gov't Affairs 614-228-7985 65 E. State St.
Columbus, Ohio 43215-4209

VERIFICATION

I, James Abbott verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective July 15, 1997 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

James R. Abbott
(Signature)*

3/30/00
(Date)

* A 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 Registration 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

INTRASTATE SERVICES AGREEMENT

AT&T Corp., on behalf of the AT&T entities providing services hereunder ("AT&T"), and ("Customer") enter into this Service Agreement ("Agreement") for the provision of the AT&T intrastate services described in this Agreement.

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the intrastate services described in the Schedules to this Agreement ("Intrastate Services") in accordance with the provisions of the applicable AT&T intrastate tariffs governing the Intrastate Services ("Applicable Tariffs"), as changed from time to time, except as specifically stated in this Agreement. In the event an applicable tariff is withdrawn by AT&T or the tariffing is no longer permitted or required by the appropriate regulatory body of a state in which Intrastate Services are to be provided (the "Commission"), the terms of the last tariffed service offering will continue to govern the provision of such service in that state for the remainder of the term, except that rates will continue to fluctuate to the same extent that they could before detariffing, and any terms contained in this Agreement will continue to apply.
2. **Term** - This Agreement shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list, or other documentation is filed with the Federal Communications Commission ("FCC") and/or the appropriate regulatory body of the state in which the Intrastate Services are to be provided and the Commission, if required, authorizes the rates, charges, terms and conditions agreed upon herein ("Effective Date"). This Agreement shall be coterminous with the Customer's subscription to the AT&T interstate agreement referenced in Section 5 below ("Term") and Intrastate Services in a state will be provided beginning the first day of Customer's first full billing cycle after the Effective Date of this Agreement for such state, which is referred to as Customer's Initial Service Date ("CISD"). Upon termination of this Agreement, or of any schedule to this Agreement, all service components remaining in service will be provided by AT&T subject to AT&T's standard rates and terms and conditions governing such service. However, this Agreement shall automatically terminate upon termination or expiration of Customer's interstate agreement referenced in Section 5 below. No renewal option is available.
3. **Charges** - The contract price and any related terms and conditions for the Intrastate Services are set forth in the Schedules to this Agreement. AT&T reserves the right to increase from time to time the rates for the Intrastate Services provided under this Agreement, regardless of any provisions in this Agreement that would otherwise stabilize rates or limit rate increases, relating to charges imposed on AT&T stemming from an order, rule or regulation of the FCC, the Commission or a court of competent jurisdiction, concerning: (i) payphone use charges, (ii) universal service fund ("USF") charges and (iii) presubscribed interexchange carrier charges ("PICCs"). AT&T will make rate adjustments under this provision as necessary.
4. **Minimum Commitments** - Any Minimum Annual Volume Commitments ("MAVCs") for the Intrastate Services and any related terms and conditions are set forth in the Schedules to this Agreement. Customer acknowledges that such commitments are in addition to, and not in lieu of, any telecommunications services commitments entered into by Customer with AT&T or any of its affiliates pursuant to any FCC tariffs or Contract Tariffs.
5. **Eligibility** - The prices contained in this Agreement are contingent upon Customer subscribing to interstate services under an AT&T OneNet Contract Tariff ("CT") having a minimum annual revenue commitment of at least \$9,000,000.
6. **No Additional Discounts** - The rates for Intrastate Services provided under this Agreement are in lieu of, and not in addition to, any and all other AT&T promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive under this Agreement for the Intrastate Services. However, this shall not prohibit Customer from receiving any credits, discounts or promotions for which it would be entitled to under any AT&T interstate Agreement.
7. **Commission Jurisdiction** - This Agreement is subject to the jurisdiction of various Commissions and each Schedule shall therefore be subject to such changes or modifications as the controlling Commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement and the parties' obligations with respect to the Intrastate Services to be provided in a specific state shall be construed and interpreted under the laws of that state, excluding choice of law rules. Either party may terminate an affected Schedule if the Commission of the corresponding State changes its rules or regulations or issues an order or a ruling (or a court of competent jurisdiction issues such an order or a ruling) which materially and adversely affects that Schedule or the ability of AT&T to provide the Intrastate Service in accordance with the prices, terms and conditions set forth therein or incorporated therein by reference.
8. **Classifications, Practices and Regulations** - Except as otherwise provided in this Agreement, the applicable rates, charges, terms and conditions are as set forth in the Applicable Tariffs, as filed with the various Commissions as they may be modified from time to time. The Applicable Tariffs are incorporated herein by reference.

AT&T Proprietary Information

9. **Disclosure of Information** - Unless publicly disclosed by AT&T in a tariff, price list or other required filing with a Commission, the rates, charges, terms and conditions described in this Agreement, including any Schedules, are confidential and proprietary and shall be treated by Customer as it would treat its own confidential information. Customer shall not disclose, disseminate or publish such information unless required to do so under applicable laws. Such information shall be disclosed to Customer's employees, agents or contractors only on a need-to-know basis, and only if such person agrees to be bound by the terms of this Agreement regarding confidentiality prior to receiving such information. The obligation not to disclose information under this Section shall not apply to those provisions of this Agreement that by law become available for public review by requirements of the applicable Commission.

10. **General**

A. If either party has a claim against the other party with respect to any matter arising out of the furnishing of the Intrastate Services described in this Agreement, including, but not limited to, billing or payment for services provided under this Agreement, the party must notify the other party of such claim in writing within two (2) years after the cause of action arises.

B. Each party has designated a fully authorized representative to execute this Agreement and bind its company to its terms.

C. Except to the extent that this Agreement may be modified with respect to a Schedule pursuant to a Commission's jurisdiction as set forth in Paragraph 7 and except for revisions to Applicable Tariffs, no change, modification or waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.

D. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except that the terms of this Agreement shall inure to the benefit of the parties' affiliates.

E. Unless a different meaning is clearly intended, the words and phrases used in this Agreement shall have the meanings stated in the Applicable Tariffs.

F. Neither party may assign this Agreement without the prior written consent of the other. However, AT&T may assign this Agreement to an affiliate or subsidiary without the consent of the Customer (but shall not be relieved of any obligations so assigned) and AT&T may assign its rights to receive payment without the consent of Customer.

11. **Use Of Information**

11.1 All documentation, technical information, software, business information, or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information ("Information") of the disclosing party. This Agreement shall be deemed to be AT&T and Customer information. Customer content shall be deemed to be Customer information.

11.2 Each party's information shall, for a period of three (3) years following its disclosure (except in the case of software for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement (including in the case of AT&T, the ability to monitor and record the occurrence of Customer transmissions, but not the content thereof) in order to detect fraud, check quality, and to operate, maintain, and repair the Services and using the Services; and (iii) not be disclosed except to the receiving party's employees, agents, and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use disclosure restrictions as restrictive as this Article 11), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

11.3 The restrictions in this Section 11.2 shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

12. **Publicity and Marks**

12.1 No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin (collectively "Marks") without the other party's prior written consent, provided that such consent may be revoked at any time.

13. **Limitation of Liability:** AT&T's LIABILITY IN CONNECTION WITH THE SERVICE PROVIDED IN THESE SCHEDULES SHALL BE LIMITED AS STATED IN THE APPLICABLE TARIFFS, AS SUCH TARIFFS MAY BE REVISED FROM TIME TO TIME.

14. **Warranties:** EXCEPT FOR ANY WARRANTIES THAT MAY BE MADE IN APPLICABLE TARIFFS OR IN THIS AGREEMENT, AT&T EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

15. **Entire Agreement** - THIS AGREEMENT WITH ITS SCHEDULES AND THE APPLICABLE TARIFFS REPRESENT THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING THE INTRASTATE SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO.

AT&T Corp.

By: _____

By: RJ Pulcinna

Title: _____

Title: Director Mgr

Date: _____

Date: 3-15-00

**SCHEDULE 2
TO
AT&T INTRASTATE SERVICES AGREEMENT
BETWEEN**

**AND
AT&T CORP.**

State of Ohio

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the State of Ohio in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of Ohio, Inc., P.U.C.O. No. 3, as changed from time to time, except as specifically stated in this Schedule.

2. **Usage Rates For Intrastate Services**
Software Defined Network® ("SDN")
MEGACOM® 800 ("Megacom 800")
800 ReadyLine® ("800 Readyline")

A. The Intrastate SDN usage rates shall be:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLATA Schedule A1	\$0.0450	\$0.0150
InterLATA Schedule A0	\$0.0450	\$0.0150
IntraLATA Schedule B1	\$0.0342	\$0.0114
InterLATA Schedule B0	\$0.0342	\$0.0114

B. The Intrastate Megacom 800 usage rates shall be:

	Rate per Hour
IntraLATA	\$6.88
InterLATA	\$6.88

C. The Intrastate 800 Readyline usage rates shall be:

	Rate per Hour
IntraLATA	\$9.04
InterLATA	\$9.04

Subject to Section 3 of the Agreement, the above usage rates are stabilized for the term of the Agreement and are applicable for all rate periods for service under this Agreement. All other rates in the Applicable Tariffs shall apply.

3. **Minimum Commitment**
None

AT&T Proprietary Information