

FILE

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
 (Effective: 10/01/2004)  
 (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

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 PUCO

In the Matter of the Application of SBC Ohio for )  
 for the Approval of an Agreement Amendment Pursuant )  
 to Section 252 of the Telecommunications Act of 1996 )

Case No. 05-315-TP-

Name of Registrant(s) SBC Ohio

DBA(s) of Registrant(s) SBC Ohio is a registered trade name of The Ohio Bell Telephone Company

Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

Company Web Address www.sbc.com

Regulatory Contact Person(s) Jon F. Kelly

Phone (614) 223-7928 Fax (614) 223-5955

Regulatory Contact Person's Email Address jon.kelly@ameritech.com

Contact Person for Annual Report Michael R. Schaedler

Phone (216) 822-8307

Consumer Contact Information Kathleen M. Gentile-Klein

Phone (216) 822-2395

Date March 10, 2005

TRF Docket No. 90-5032-TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ NoMotion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs 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. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
  - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
  - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☒ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
 NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
  - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)
    - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
    - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
    - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
    - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
    - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
    - ☐ vi. Grandfather service (30-day approval, 10 copies)
    - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
    - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
  - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
  - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
  - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
  - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
  - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.  
☐ a. New End User Service (0-day notice, 10 copies) and the images appearing are an  
☐ b. Change in Terms and Conditions textual revision, correction of error, etc. (0-day notice, 10 copies) complete reproduction of a case file  
 document delivered in the regular course of business

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- ☐ c. Withdrawal of service (0-day notice, 10 copies)  
☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

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

- ☐ 20 Introduction or Extension of Promotional Offering  
☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1 ☐ b. Tier 2  
☐ 22 Designation of Registrant's Process Agent(s)  
☐ 23 Update to Registrant's Maps  
☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.  
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
 CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence 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.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	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.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	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 <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> 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.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving <b>and</b> 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.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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 AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. 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:

Robert J. Wentz, Manager, (614) 223-7950, Susan Drombetta, State Regulatory Advocate, (614) 223-8184, Jon F. Kelly, Counsel, (614) 223-7928 or Mary Ryan Fenlon, Counsel, (614) 223-3302, SBC Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

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

Kathleen M. Gentile-Klein, Manager, SBC Ohio, 45 Erieview Plaza, Room 1500, Cleveland, Ohio 44114, (216) 822-2395

*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.*

**VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)**

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions, Inc., Cert. No. 90-5181; Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5034; Ameritech Wireless Communications, Inc., d/b/a Cingular, Cert. No. 90-5354; Ameritech Mobile Communications, Inc., d/b/a SBC Paging Cert. No. 90-5541, SBC Long Distance, Inc., Cert. No. 90-6150.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede 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 declare under penalty of perjury that the foregoing is true and correct.

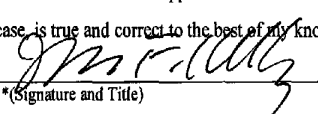
Executed on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (Location)

\_\_\_\_\_  
\*(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, verbatim, the Commission's Telecommunications Application Form 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) Counsel  
(Date)

***\*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** (or to the Telecommunications Division Chief if a prefiling submittal)  
**180 East Broad Street, Columbus, OH 43215-3793**

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application	)	
For Approval Of An Agreement Amendment	)	
Between SBC Ohio and	)	Case No. 05-315-TP-AEC
ACN Communications Services, Inc.	)	
Pursuant To Section 252 of the	)	
Telecommunications Act of 1996.	)	

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

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SBC Ohio hereby files the attached Third Amendment dated March 4, 2005 ("the Amendment") to the agreement between SBC Ohio and ACN Communications Services, Inc., dated November 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 modifies the interim and permanent UNE loop rate provisions in the Agreement.

The Agreement was approved by the Commission on February 1, 2003 in Case No. 02-2960-TP-NAG. SBC Ohio requests that the Commission approve the Amendment.

Respectfully submitted,

SBC OHIO

By:   
\_\_\_\_\_  
Jon F. Kelly

SBC

150 E. Gay St., Rm. 4-C  
Columbus, OH 43215

(614) 223-7928

Its Attorney

**AMENDMENT  
TO INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY  
AND  
ACN COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")<sup>1</sup> and ACN Communications Services, Inc. ("CLEC") (collectively, the "Parties") is hereby amended ("Permanent Order Amendment") as follows:

**WHEREAS**, the Public Utilities Commission of Ohio ("PUCO" or "Commission") issued an order ("First Interim Order") in Case No. 02-1280-TP-UNC dated March 11, 2004 to increase monthly recurring rates for 2-Wire analog UNE loops on an interim basis prior to a subsequent final order;

**WHEREAS**, the PUCO affirmed the First Interim Order in an Entry on Rehearing adopted on April 21, 2004, establishing the effective date for the interim rates set by the First Interim Order as April 21, 2004;

**WHEREAS**, consistent with the First Interim Order and Entry on Rehearing, SBC Ohio sent CLEC an amendment ("First Interim Order Amendment") to incorporate new rates into the Agreement for 2-wire analog UNE loops, unbundled 2-wire xDSL loops, 2-wire coin loops, and 2-wire ADSL loops;

**WHEREAS**, on December 21, 2004, the PUCO issued an order ("Second Interim Order") clarifying that the interim loop rates previously ordered by the Commission in the First Interim Order and Entry on Rehearing apply to unbundled 2-wire analog loops only (the "Interim Rates") and that such Interim Rates are applicable from April 21, 2004 through November 2, 2004 (the "Interim Rate Period");

**WHEREAS**, subsequent to the Second Interim Order, SBC Ohio sent CLEC an amendment ("Second Interim Order Amendment") to incorporate the Interim Rates into the Agreement for the Interim Rate Period and to remove the rates included in the First Interim Rate Order Amendment for 2-wire xDSL loops, 2-wire coin loops and 2-wire ADSL loops (the "Other Loop Rates");

**WHEREAS**, on February 9, 2005, the PUCO issued an order ("Permanent Order") approving SBC Ohio's compliance run studies, ordering SBC Ohio to file the appropriate price list outlining pricing for all of the unbundled loops and subloops addressed in Phase 1 of Case No. 02-1280-TP-UNC (the "Permanent Rates"), ordering SBC Ohio and CLECs to amend their interconnection agreements to incorporate the Permanent Rates, and ordering SBC Ohio and CLECs to file such amendments with the Commission by March 15, 2005; and

**WHEREAS**, the Parties are entering into this Permanent Order Amendment to incorporate the Interim Rates and Permanent Rates into the Agreement to replace the corresponding rates in the Agreement for the relevant time periods ordered.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The Agreement is hereby amended to incorporate the Permanent Rates reflected in Attachment A (which is incorporated herein). The Parties acknowledge and agree that the Permanent Rates become effective between the Parties as of November 3, 2004, in accordance with the Permanent Order.
2. The Parties acknowledge that the Interim Rates, as listed in Attachment B, remain effective for the period of April 21, 2004 through November 2, 2004, pursuant to the First Interim Order and Entry on Rehearing. Accordingly, the Agreement is hereby amended to incorporate the Interim Rates reflected in Attachment B (which is incorporated herein) for the Interim Rate Period only. If the Parties have entered into the First Interim

<sup>1</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell") is a wholly owned subsidiary of SBC Midwest and now uses the registered trade name "SBC Ohio." SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

Order Amendment and/or the Second Interim Order Amendment, this Permanent Order Amendment shall supercede such amendments upon becoming effective pursuant to Section 6 hereof.

3. SBC Ohio shall perform all billing and/or true-ups necessary to (i) apply the Interim Rates listed in Attachment B for the Interim Rate Period, (ii) credit CLEC, if applicable, for any billed Other Loop Rates assessed during the Interim Rate Period pursuant to the First Interim Rate Order Amendment, and (iii) apply the Permanent Rates listed in Attachment A hereto beginning November 3, 2004.<sup>2</sup> All other rates in the Agreement remain unchanged.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rod 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC OHIO shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC OHIO has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC OHIO's right to exercise its option at any time to adopt on a date specified by SBC OHIO the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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 that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected

<sup>2</sup> Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.



Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Permanent Order Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the First Interim Order, Second Interim Order, and/or the Permanent Order, or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to such orders or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
6. The Parties acknowledge and agree that this Permanent Order Amendment shall be filed with, and is subject to approval by, the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing. However, irrespective of the approval date, the Interim Rates and Permanent Rates shall be applied in accordance with the terms hereof (including footnote 2, when applicable). SBC Ohio may submit revised billing to CLEC, if necessary, to effectuate same.
7. This Permanent Order Amendment is the result of the PUCO's orders referenced herein and solely addresses rates and rate structures. Accordingly, no aspect of this Permanent Order Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Permanent Order Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(f) of Title 47, United States Code.
8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 4<sup>th</sup> day of March, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ACN Communications Services, Inc.

By: Dave Storauskis

Name: Dave Storauskis  
(Print or Type)

Title: COO  
(Print or Type)

Date: 3/3/05

The Ohio Bell Telephone Company d/b/a SBC Ohio  
by SBC Operations, Inc., its authorized agent

By: Mike Auinbauh

Name: Mike Auinbauh  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 3-4-05

FACILITIES-BASED OCN # 391A

ACNA AVV

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/ACN COMMUNICATIONS  
SERVICES, INC.

Line	OHIO	USOC	Recurring
2	<b><u>NETWORK ELEMENTS</u></b>		
3	<b><u>Loops</u></b>		
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$9.46
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$12.52
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$13.65
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$8.61
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$13.50
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$14.72
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$8.61
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$13.50
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$14.72
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$8.67
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$13.76
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$14.99
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$9.46
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$17.15
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$18.50
19	4-Wire Analog - Metro (Access Area B)	U4HXB	\$17.75
20	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$29.31
21	4-Wire Analog - Rural (Access Area D)	U4HXD	\$31.81
22	2-Wire Digital - Metro (Access Area B)	U2QXB	\$10.49
23	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$17.10
24	2-Wire Digital - Rural (Access Area D)	U2QXD	\$18.96
25	DS1 - Metro (Access Area B)	U41XB	\$31.77
26	DS1 - Suburban (Access Area C)	U41XC	\$46.79
27	DS1 - Rural (Access Area D)	U41XD	\$50.38
28	DS3 - Metro (Access Area A)	U4D3A	\$336.08
29	DS3 - Suburban (Access Area B)	U4D3B	\$409.73
30	DS3 - Rural (Access Area C)	U4D3C	\$523.90
31			
32	<b><u>DSL Capable Loops</u></b>		
33	<b><u>2-Wire xDSL Loop</u></b>		
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$9.46
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$12.52
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$13.65
37			
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$9.46
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$12.52
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$13.65
41			
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$9.46
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$12.52
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$13.65
45			
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$9.46
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$12.52
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$13.65
49			
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$9.46
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$12.52
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$13.65
53			
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$9.46
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$12.52
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$13.65

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/ACN COMMUNICATIONS  
SERVICES, INC.

Line	OHIO	USOC	Recurring
57	4-Wire xDSL Loop		
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$17.75
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$29.31
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$31.81
61	<b>SUB-LOOPS</b>		
62	ECS to SAI sub-loop		
63	2 Wire Analog - area B	PENDING	\$1.77
64	2 Wire Analog - Area C	PENDING	\$1.72
65	2 Wire Analog - area D	PENDING	\$1.68
66	4 Wire Analog - area B	PENDING	\$3.55
67	4 Wire Analog - area C	PENDING	\$3.45
68	4 Wire Analog - area D	PENDING	\$3.37
69	2 Wire DSL - area B	PENDING	\$1.77
70	2 Wire DSL - area C	PENDING	\$1.70
71	2 Wire DSL - area D	PENDING	\$1.66
72	4 Wire DSL - area B	PENDING	\$3.54
73	4 Wire DSL - area C	PENDING	\$3.40
74	4 Wire DSL - area D	PENDING	\$3.33
75	ECS to Terminal sub-loop		
76	2 Wire Analog - area B	PENDING	\$3.39
77	2 Wire Analog - Area C	PENDING	\$4.54
78	2 Wire Analog - area D	PENDING	\$5.83
79	4 Wire Analog - area B	PENDING	\$6.78
80	4 Wire Analog - area C	PENDING	\$9.09
81	4 Wire Analog - area D	PENDING	\$11.66
82	2 Wire DSL - area B	PENDING	\$3.39
83	2 Wire DSL - area C	PENDING	\$4.52
84	2 Wire DSL - area D	PENDING	\$5.81
85	4 Wire DSL - area B	PENDING	\$6.77
86	4 Wire DSL - area C	PENDING	\$9.04
87	4 Wire DSL - area D	PENDING	\$11.62
88	ECS to NID sub-loop		
89	2 Wire Analog - area B	PENDING	\$6.03
90	2 Wire Analog - Area C	PENDING	\$7.29
91	2 Wire Analog - area D	PENDING	\$8.60
92	4 Wire Analog - area B	PENDING	\$9.41
93	4 Wire Analog - area C	PENDING	\$12.44
94	4 Wire Analog - area D	PENDING	\$15.12
95	2 Wire DSL - area B	PENDING	\$6.03
96	2 Wire DSL - area C	PENDING	\$7.27
97	2 Wire DSL - area D	PENDING	\$8.58
98	4 Wire DSL - area B	PENDING	\$9.41
99	4 Wire DSL - area C	PENDING	\$12.40
100	4 Wire DSL - area D	PENDING	\$15.08
101	SAI to Terminal sub-loop		
102	2 Wire Analog - area B	PENDING	\$2.08
103	2 Wire Analog - Area C	PENDING	\$3.30
104	2 Wire Analog - area D	PENDING	\$4.63
105	4 Wire Analog - area B	PENDING	\$4.16
106	4 Wire Analog - area C	PENDING	\$6.59
107	4 Wire Analog - area D	PENDING	\$9.27
108	2 Wire DSL - area B	PENDING	\$2.07
109	2 Wire DSL - area C	PENDING	\$3.27
110	2 Wire DSL - area D	PENDING	\$4.81
111	4 Wire DSL - area B	PENDING	\$4.15

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/ACN COMMUNICATIONS  
SERVICES, INC.

Line	OHIO	USOC	Recurring
112	4 Wire DSL - area C	PENDING	\$6.55
113	4 Wire DSL - area D	PENDING	\$9.23
114	SAI to NID sub-loop		
115	2 Wire Analog - area B	PENDING	\$4.72
116	2 Wire Analog - Area C	PENDING	\$6.05
117	2 Wire Analog - area D	PENDING	\$7.41
118	4 Wire Analog - area B	PENDING	\$6.79
119	4 Wire Analog - area C	PENDING	\$9.95
120	4 Wire Analog - area D	PENDING	\$12.73
121	2 Wire DSL - area B	PENDING	\$4.71
122	2 Wire DSL - area C	PENDING	\$6.03
123	2 Wire DSL - area D	PENDING	\$7.39
124	4 Wire DSL - area B	PENDING	\$6.78
125	4 Wire DSL - area C	PENDING	\$9.91
126	4 Wire DSL - area D	PENDING	\$12.69
127	Terminal to NID sub-loop		
128	2 Wire Analog - area B	PENDING	\$2.86
129	2 Wire Analog - Area C	PENDING	\$2.97
130	2 Wire Analog - area D	PENDING	\$3.00
131	4 Wire Analog - area B	PENDING	\$2.78
132	4 Wire Analog - area C	PENDING	\$3.62
133	4 Wire Analog - area D	PENDING	\$3.75
134	2 Wire DSL - area B	PENDING	\$2.86
135	2 Wire DSL - area C	PENDING	\$2.97
136	2 Wire DSL - area D	PENDING	\$3.00
137	4 Wire DSL - area B	PENDING	\$2.78
138	4 Wire DSL - area C	PENDING	\$3.62
139	4 Wire DSL - area D	PENDING	\$3.75

**Attachment B**

**2-Wire Analog UNE - Loop Interim Rate increase**

**Effective April 21, 2004 through November 2, 2004**

<b>USOC</b>	<b>Description</b>	<b>New Rate</b>
U2HXB	2-Wire Analog - Metro (Access Area B)	\$ 8.84
U2HXC	2-Wire Analog - Suburban (Access Area C)	\$ 10.38
U2HXD	2-Wire Analog - Rural (Access Area D)	\$ 11.43