

FILE

PUBLIC UTILITIES COMMISSION OF OHIO
LOCAL EXCHANGE CARRIER
REGISTRATION FORM
EFFECTIVE: July 15, 1997

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In the Matter of the Application of END USER
CONTRACT Redacted Verizon
SPN, Megacom 800, & 800 Readyline
Service) Case No. 01-1121-TP-REC

Name of Registrant(s) VTST Communications of Ohio
Address of Registrant(s) 435 State St Columbus Ohio 43215-4209
Contact Person(s) James Abbott (Phone - 614-228-7960 ; Fax: 614-228-7960)
Date 5-10-01 TRF Docket No. 90-9000-TP-TRF

Motion for protective order included with filing? Yes, No
Request 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 77C 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 pre-filing with Staff and OCC (0-day filing, 10 copies)
 - b. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing 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:

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Technician BMC Date Processed 5/10/01

- 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 EXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such EXC 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):

- D 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 AT&T Manager 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:

James Abbott Law&Gov't Affairs 614-228-7960 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 5-10-01
(Signature)* (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

AT&T INTRASTATE SERVICES AGREEMENT BETWEEN

AND
AT&T CORP.

1. **Service Provided** AT&T will provide to Customer the intrastate services specified in the attached Schedules, in accordance with the provisions of the applicable AT&T intrastate tariff governing the Intrastate Services ("Applicable Tariffs"), as changed from time to time. 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.
2. **Term** - This Attachment shall become effective when signed by both parties and any required tariff, price list, or other documentation is filed with 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 Attachment shall be coterminous with the Agreement, 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 Attachment for such state, which is referred to as Customer's Initial Service Date ("CISD"). Upon termination of this Attachment, 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 Attachment shall automatically terminate upon termination or expiration of the Agreement. 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 Attachment.

AT&T reserves the right to increase from time to time the rates for the Intrastate Services provided under this Attachment, regardless of any provisions in this Attachment 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. **Eligibility** - The prices contained in this Attachment are contingent upon Customer subscribing to interstate services under an AT&T OneNet Contract Tariff ("CT") having a minimum annual revenue commitment in the aggregate of at least \$2,600,000.
5. **No Additional Discounts** - The rates for Intrastate Services provided under this Attachment 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 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.
6. **Commission Jurisdiction** - This Attachment 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 its 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.

AT&T MASTER AGREEMENT
MA Reference No. 104870

CUSTOMER Legal Name ("Customer", "You" or "Your")	AT&T Corp. ("AT&T")
	AT&T Corp.
CUSTOMER Address	AT&T Address
	55 Corporate Drive Bridgewater, New Jersey 08807
CUSTOMER Contact	AT&T Contact
Name Title: Director Telephone Fax Email:	Master Agreement Support Team Email: <u>mast@att.com</u>

This Agreement consists of the attached General Terms and Conditions and all service attachments ("Attachments") attached hereto or subsequently signed by the parties and that reference this Agreement (collectively, this "Agreement"). In the event of a conflict between the General Terms and Conditions and any Attachment, the Attachment shall take precedence.

This Agreement shall become effective when signed by both parties and shall continue in effect for as long as any Attachment remains in effect, unless earlier terminated in accordance with the provisions of the Agreement. The term of each Attachment is stated in the Attachment.

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO
 THE TERMS AND CONDITIONS OF THIS AGREEMENT**

CUSTOMER

By: _____
 (Authorized Signature)

 (Typed or Printed Name)

 (Title)

 (Date)

AT&T CORP.

By: R.J. Palisano
 (Authorized Signature)

R.J. Palisano

 (Typed or Printed Name) **District Manager**

 (Title)

 (Date) 5-4-01

CERTIFIED COPY

AT&T MA Reference No. _____

SCHEDULE 4
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 Tariff, as changed from time to time, except as specifically stated in this Attachment.

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 A	\$0.0243	\$0.0078
InterLATA Schedule A	\$0.0268	\$0.0087
IntraLATA Schedule B	\$0.0170	\$0.0056
InterLATA Schedule B	\$0.0170	\$0.0056

B. The Intrastate Megacom 800 usage rates shall be:

	Rate per Hour
IntraLATA	\$3.37
InterLATA	\$3.37

C. The Intrastate 800 Readyline usage rates shall be:

	Rate per Hour
IntraLATA	\$4.73
InterLATA	\$5.27

The above usage rates are stabilized for the Term of this Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. **Minimum Commitment**
None for Services Provided.

AT&T PROPRIETARY