

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)
(AT&T Illinois) and)
NEW HORIZONS COMMUNICATIONS)
CORP. d/b/a NCH Communications Inc.)
Joint Petition for Approval of Interconnection) **12 - _____**
Agreement dated September 27, 2012,)
pursuant to 47 U.S.C. § 252)

JOINT PETITION FOR APPROVAL OF
INTERCONNECTION AGREEMENT BETWEEN
NCH COMMUNICATIONS INC. AND AT&T ILLINOIS

Illinois Bell Telephone Company (“AT&T Illinois”) and New Horizons Communications Corp. d/b/a NCH Communications Inc. (“NCH Communications Inc.”), through their respective counsel and pursuant to Section 252(e) of the Telecommunications Act of 1996 47 U.S.C. § 252(e), (the “Act”), hereby request that the Commission review and approve on an expedited basis the attached Interconnection Agreement dated September 27, 2012 (“Agreement”), which has been adopted by NCH Communications Inc. pursuant to Section 252(i) of the Act. Expedited approval is requested so that NCH Communications Inc. and AT&T Illinois may proceed to operate promptly under the terms of the Agreement. In support of their request, the parties state as follows:

1. The Agreement is a result of NCH Communications Inc.’s adoption of the terms of the Interconnection Agreement between AT&T Illinois and Granite Telecommunications, LLC, pursuant to Section 252(i) of the Act. The Commission has already reviewed and approved that agreement.

2. As set forth in the attached Verification of Patrick Doherty, AT&T Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

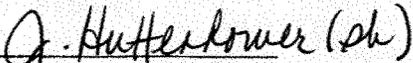
3. In addition, Mr. Doherty’s Verification demonstrates that implementation of the Agreement is consistent with the public interest because it will promote facilities-based local exchange competition and enhance NCH Communications Inc.’s ability to provide Illinois telecommunications users with a facilities-based, competitive alternative for local telephone services.

4. Copies of the Agreement are available for public inspection in AT&T Illinois and NCH Communications Inc.’s public offices.

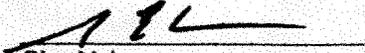
WHEREFORE, AT&T Illinois and New Horizons Communications Corp. respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 25th day of September, 2012.

AT&T ILLINOIS


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(312) 727-1444
Counsel

**NEW HORIZONS COMMUNICATIONS
CORP.**


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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Patrick Doherty, am Director-Regulatory for AT&T Services, Inc., and submit this Statement in Support of the Joint Petition for Approval of a Interconnection Agreement between NCH Communications Inc. and AT&T Illinois.

The attached interconnection agreement (the “Agreement”) between Illinois Bell Telephone Company (“AT&T Illinois”) and NCH Communications Inc. (“NCH Communications Inc.”) represents AT&T Illinois’ compliance with NCH Communications Inc.’s statutory rights under Section 252(i) of the Act. Accordingly, AT&T Illinois and NCH Communications Inc. request approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the “Act”).

In accordance with Section 252(i) of the Act, NCH Communications Inc. adopted the terms of the Agreement between AT&T Illinois and Granite Telecommunications, LLC dated November 10, 2010. The Agreement shall expire September 22, 2013, The Agreement establishes the financial and operational terms for: the transport and termination of local traffic between AT&T Illinois’ and NCH Communications Inc. networks based on mutual and reciprocal compensation. The key provisions of the Agreement are summarized as follows:

Collocation – Section 251(c)(6)

Collocation will be provided pursuant to the applicable Appendix Collocation.

Database Access

AT&T shall provide NCH Communications Inc. nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE.

Interconnection pursuant to Section 251(c)(2)(A), (B), and (C): 47CFR §51.305(a)(1)

AT&T shall provide to NCH Communications Inc. Interconnection of the Parties’ facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix Interconnection Trunking Requirement (ITR).

Number Portability – Section 251(b)(2)

The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability.

Other Services

- ◆ 911 and E911 Services, AT&T will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911.
- ◆ AIN, AT&T will provide NCH Communications Inc. with access to Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS).
- ◆ Directory Assistance (DA), AT&T will provide nondiscriminatory access to DA services under the terms and conditions identified in the applicable Appendix DA.
- ◆ Operator Services (OS), AT&T shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS.
- ◆ Signaling System 7 Interconnection, AT&T shall perform SS7 Interconnection services for CLEC pursuant to the applicable Appendix SS7.
- ◆ Resale, AT&T shall provide to NCH Communications Inc. Communication Services for resale at wholesale rates pursuant to the applicable Appendix Resale.
- ◆ Unbundled Network Elements, AT&T agrees to provide NCH Communications Inc. with those services as required by Section 251(b) and/or 251(c) of the Act, if applicable.
- ◆ Access to Toll Free Calling Database provided by the applicable AT&T - Appendix 800.
- ◆ Digital Subscriber Line (DSL) and the High Frequency Portion of the Loop (HFPL) - Appendix DSL.
- ◆ Terms and conditions under which AT&T and NCH Communications Inc. will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services - Appendix Foreign Exchange.
- ◆ Terms and condition under which Reciprocal Compensation provided by AT&T and NCH Communications Inc. – Appendix Reciprocal Compensation.

The parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (ISP Intercarrier Compensation Order)*. By executing and filing the Agreement and carrying out the intercarrier compensation rates, terms and conditions in the Agreement, AT&T Illinois does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including, but not limited to, its right to exercise its option at anytime in the future to invoke the

Intervening Law or Change of Law provisions and to adopt, on a date specified by AT&T Illinois, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Under the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity".

The Agreement is not discriminatory. AT&T Illinois will make this Agreement available to any other telecommunications carrier operating within AT&T Illinois' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

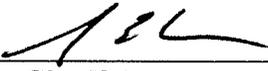
The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission to meet the individual needs of the parties and thereby will promote local exchange competition -- one of the primary purposes of the Act and a long-standing goal of this Commission. The Agreement will enhance NCH Communications Inc.'s ability to quickly begin providing residential and business subscribers in AT&T Illinois' service territory with a competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose NCH Communications Inc. instead of AT&T Illinois for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call NCH Communications Inc.'s customers and customers of other LECs without dialing special codes.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF Massachusetts)
)
COUNTY OF Middlesex)

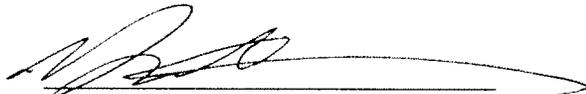
VERIFICATION

Glen Nelson, being first duly sworn, states on oath that he is Vice President for New Horizons Communications Corp. and that the facts stated in the foregoing Joint Petition for Approval of Interconnection Agreement and Statement in Support are true and correct to the best of his knowledge, information and belief.

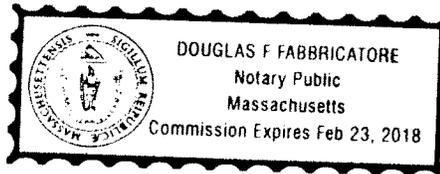


Glen Nelson

Subscribed and sworn to before me this 24th day of September, 2012.



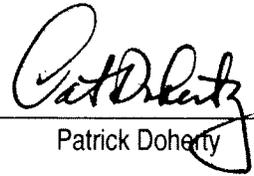
Notary Public



STATE OF TEXAS)
)
COUNTY OF DALLAS)

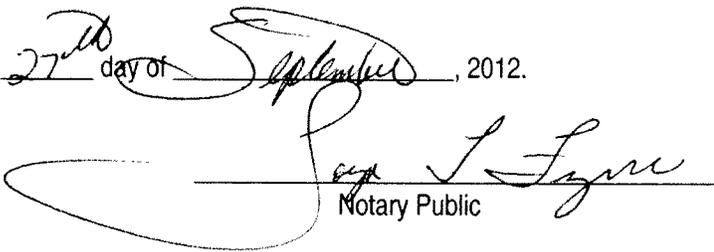
VERIFICATION

Patrick Doherty, being duly sworn, states on oath that he is Director-Regulatory for AT&T Services, Inc., and that the facts stated in the foregoing Joint Petition for Approval of Interconnection Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Patrick Doherty

Subscribed and sworn to before me this 27th day of September, 2012.



Notary Public

