

AT&T Texas

06/30/2010

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**Informational Notice – Thank You For Reterming  
MegaLink III Service Promotion**

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June 30, 2010

Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
Austin, TX 78701

Dear Filing Clerk:

Re: **Informational Notice – Thank You For Reterming MegaLink III Service Promotion**

Attached are the original and five copies of an Informational Notice from Southwestern Bell Telephone Company d/b/a AT&T Texas.

Acknowledgment and date of receipt of this informational notice are requested. Attached for this purpose is a duplicate letter with attachments. Please call me at (512) 870-1381 if there are any questions regarding this matter.

Sincerely,

Karen Bevill  
Area Manager - Rate Administration  
(512) 870-1381 Office  
(512) 870-1397 Fax

Attachments

cc: Director, *Legal Division*, PUC  
Assistant Director, *Rate Regulation*, PUC  
Public Counsel, *Office of Public Utility Counsel*

# INFORMATIONAL NOTICE

## TO INTRODUCE NEW OR MODIFIED RATES OR TERMS, PROCEDURES APPLICABLE TO CHAPTER 58 (ELECTING INCUMBENT LOCAL EXCHANGE COMPANIES) AND CHAPTER 65

- a) **Name of Company:** Southwestern Bell Telephone Company d/b/a AT&T Texas
- b) **PURA chapter under which company operates:** 58 & 65
- c) **Date of submission:** 06/30/2010
- d) **Effective date:** 07/01/2010
- e) **Proposed implementation date:** 07/01/2010
- f) **Certificate of notice:** See Attachment A.
- g) **Type of filing:** This is an Informational Notice for promotional flexibility involving nonbasic services only pursuant to PURA §65.152 - .153.
- h) **Relevant LRIC study (ies) or LRIC study reference:** The prices in this informational notice comply with PURA §65.153.
- i) **Is the sum of the Total Element Long Run Incremental Cost (TELRIC)-based wholesale prices of components needed for provision of the retail service at or below the retail price set forth in this filing?** Not applicable.
- j) **Is the service available for resale by a competitor?** Yes
- k) **Description of offering's terms and conditions:** This filing establishes a new promotional offer for MegaLink III service. Eligible customers will receive a one-time \$150.00 bill credit per circuit when the customer enters into a new 2 year or longer term payment plan. Eligible customers are those who have at least one Local Distribution Channel, and are (a) on month-to-month billing, (b) have an expired Term Payment Plan (TPP) or Individual Contract Basis (ICB), or (c) have a TPP or ICB that expires within 90 days of the new term payment plan.
- l) **New and/or revised tariff sheets:** See Attachment C.
- m) **Privacy issues:** None.
- n) **Are all rates, terms, and conditions in this filing compliant with the requirements in P.U.C. SUBST. R. §26.230(c)(3)-(4)?** Yes.

**AFFIDAVIT OF KAREN BEVILL**

STATE OF TEXAS:  
COUNTY OF TRAVIS:

Before me, the Undersigned Authority, on this 30th day of June, 2010, personally appeared Karen Bevill of Southwestern Bell Telephone Company d/b/a AT&T Texas who, upon being duly sworn, stated as follows:

1. I am an employee of AT&T Texas at 400 W. 15th Street, Suite 950, Austin, Texas and hold the position of Area Manager - Rate Administration.
2. I certify that a true and correct copy of this informational notice was provided today to the Public Utility Commission of Texas and Office of Public Utility Counsel.
3. Any person who holds a certificate of operating authority in AT&T Texas' certificated area or areas or who has an effective interconnection agreement with AT&T Texas was advised of this informational notice filing approximately 45 days ago via an accessible letter, which provided the Internet web address for viewing this filing on its effective date.
4. I have personal knowledge of the facts herein and certify that they are true and correct to the best of my knowledge.

\_\_\_\_\_  
Karen Bevill

Sworn and Subscribed before me this 30th day of June, 2010.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission expires on: \_\_\_\_\_

TARIFF CONTROL NO. \_\_\_\_\_

**INFORMATIONAL NOTICE OF  
SOUTHWESTERN BELL TELEPHONE  
COMPANY d/b/a AT&T TEXAS – THANK YOU  
FOR RETERMING MEGALINK III SERVICE  
PROMOTION**

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§  
§  
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**PUBLIC UTILITY COMMISSION  
OF TEXAS**

**PROTECTIVE AGREEMENT**

This Agreement is entered into between Southwestern Bell Telephone Company d/b/a AT&T Texas and the Office of Regulatory Affairs (hereinafter referred to as “the PUC Staff”) of the Public Utility Commission of Texas or the Office of Public Utility Counsel (hereinafter referred to as “OPC”) on this 30th day of June, 2010.

WHEREAS, Pursuant to PURA 99, §14.204, the PUC Staff or OPC has requested information from AT&T Texas concerning its filing in Tariff Control No. \_\_\_\_\_.

WHEREAS, AT&T Texas contends the information requested by the PUC Staff or OPC confidential because it involves proprietary confidential information, which information AT&T Texas considers to be a trade secret; and

WHEREAS, the PUC Staff or OPC agrees to preserve the confidentiality of the information produced by AT&T Texas, and agrees to only use such information produced by AT&T Texas in this proceeding.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. AT&T Texas will designate documents which it claims contain AT&T Texas- proprietary, confidential, information by placing or affixing on each such page (in a manner which will not interfere with legibility) the word “CONFIDENTIAL.”

2. All information claimed to be confidential and so designated by AT&T Texas shall be treated by the PUC Staff or OPC as constituting confidential information and shall not be used for any purpose except conducting a review of this informational notice. Further, the information shall not be disclosed to any person other than members of the PUC Staff or OPC who are involved with the review of this informational notice. Persons authorized to have access to this information designated as confidential shall use their best efforts to keep it secure and in accordance with the purpose and intent of this Agreement. To this end, persons having custody of any information designated as confidential shall keep the documents under lock, or otherwise properly secured during all times when the documents are not being reviewed by a person authorized to do so.

3. The PUC Staff or OPC agrees that during the course of the review of AT&T Texas' informational notice, they will disclose the designated confidential information to no one else except pursuant to a proper request under the Texas Open Records Act, and then only after the determination by the Texas Attorney General that disclosure is required. The PUC Staff or OPC shall promptly notify AT&T Texas of any Texas Open Records Act requests received.

4. In any subsequent contested proceeding related to this informational notice, the PUC Staff or OPC will disclose information designated as confidential to no one except pursuant to a protective order, which affords the protected information the appropriate degree of protection accorded by law, entered in such proceeding.

5. The PUC Staff or OPC expressly reserves the right to contest the confidential designations made by AT&T Texas. However, the PUC Staff or OPC will abide by the terms of this Agreement even as to designations which they challenge until a final determination by an Administrative Law Judge or other involved tribunal that certain information designated as confidential is not entitled to protection. AT&T Texas and the PUC Staff or OPC agree that this Protective Agreement may be amended in writing by subsequent agreement of the parties.

6. Upon completion of this review of AT&T Texas' informational notice and any subsequent contested proceeding related thereto and related appeals, all information designated as confidential provided to the PUC Staff or OPC pursuant to this Agreement, including any copies made, shall be destroyed or, upon request, be returned to AT&T Texas.

7. This Protective Agreement shall remain valid and will also cover future requests for information by the PUC Staff or OPC related to this informational notice, as described in this Agreement, and thus no additional protective agreements need be executed.

**TARIFF CHECK SHEET**

<b><u>TARIFF</u></b>	<b><u>SECTION</u></b>	<b><u>SHEET/REVISION</u></b>
Digital Link Service Tariff	4	Sheet 10.1, Revision 2

President - Texas  
AT&T Texas  
Dallas, Texas  
Issued: June 30, 2010  
Effective: July 1, 2010

DIGITAL LINK SERVICE TARIFF  
Section: 4  
Sheet: 10.1  
Revision: 2  
Replacing: 1

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**MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS**

**4. Rates and Charges (Cont'd)**

**4.6 Thank You For Reterming MegaLink III Service Promotion**

(N)

A retail promotional period shall be established from July 1, 2010 through October 31, 2010.

Eligible business customers will receive a one-time bill credit of \$150.00 per existing MegaLink III Service circuit for which the customer enters into a new term payment plan of 24 months or longer during this promotional period. This credit will be applied to the bill after the new payment plan is established.

Eligible customers are those customers who have at least one Local Distribution Channel, and are either on month-to-month billing, or on an expired term payment plan (TPP) or Individual Contract Basis (ICB), or on a TPP or ICB that expires within 90 days of the establishment of the new term payment plan.

All other terms and conditions applicable to MegaLink III Service apply.

In addition to the eligibility criteria noted above, the customer must not have had service disconnected for nonpayment, and not have any past due bills for regulated service owed to the Company.

(N)