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September 25, 2019

Ms. Lynn M. Retz  
Secretary to the Commission  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 20-SWBT-020-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Two-Way CMRS Interconnection Agreement Under the Telecommunications Act of 1996 With CSC Wireless, LLC

Dear Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of an amendment to the Interconnection Agreement previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and CSC Wireless, LLC ("CLEC") on August 29, 2019 in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This amendment adds the states of Alabama, Florida, Georgia, Illinois, Michigan, South Carolina and Tennessee in the current Agreement. The Agreement, with this proposed amendment and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. CLEC is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this amendment to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this amendment to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Jeffrey A Harnack	
Director Telecom & Internet	
311 North NW Loop 323	
Tyler, TX 75702	
Phone: 314-616-9812	
Fax:	
E-mail: jeffrey.harnack@alticeusa.com	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", with a stylized flourish at the end.

Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Jeffrey A. Harnack

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Application of	)	
Southwestern Bell Telephone Company	)	
for Approval of Interconnection	)	
Agreement Under the	)	Docket No. 20-SWBT-020-IAT
Telecommunications Act of 1996 With	)	
CSC Wireless, LLC	)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and CSC Wireless, LLC (hereinafter "the Agreement") and respectfully shows the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

1. AT&T Kansas presents to this Commission an amendment to the Agreement previously negotiated, executed and filed with the Commission on July 9, 2019 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on August 29, 2019. This amendment adds the states of Alabama, Florida, Georgia, Illinois, Michigan, South Carolina and Tennessee in the current Agreement. A copy of the executed amendment which reflects the parties' agreement to incorporate this amendment to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

2. AT&T Kansas seeks the Commission's approval of this amendment to the Agreement, consistent with the provisions of the Federal Act. The implementation of this amendment to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

3. AT&T Kansas respectfully requests that the Commission grant expeditious approval of this amendment to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this amendment, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

## **III. STANDARD FOR REVIEW**

4. The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

### **(e) APPROVAL BY STATE COMMISSION**

- (1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.** -- The State Commission may only reject --
  - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

5. The affidavit of Richard T. Howell, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

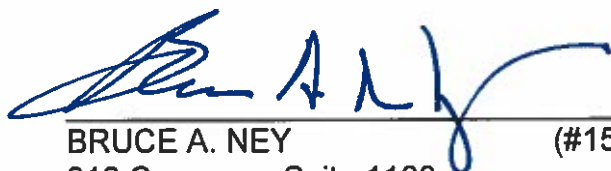
#### **IV. KANSAS LAW**

6. The negotiated and executed amendment to the Agreement is consistent with the Kansas regulatory statutes.

#### **V. CONCLUSION**

7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this amendment to the Agreement previously approved.

Respectfully submitted,



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Austin, Texas 78701  
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(512) 870-3420 (Facsimile)  
Attorney for Southwestern Bell Telephone  
Company d/b/a AT&T Kansas

**AMENDMENT  
to  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**by and between**

**SOUTHWESTERN BELL TELEPHONE COMPANY  
d/b/a**

**AT&T KANSAS**

**and**

**CSC WIRELESS D/B/A ALTICE MOBILE**

## **AMENDMENT**

### **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC  
D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A  
AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T  
NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE  
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY  
D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE  
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI,  
AT&T OKLAHOMA AND AT&T TEXAS**

**AND**

**CSC WIRELESS, LLC D/B/A ALTICE MOBILE  
CSC WIRELESS, LLC**



Signature: eSigned - Hakim Boubazine

Name: eSigned - Hakim Boubazine  
(Print or Type)

Title: Co-President & COO  
(Print or Type)

Date: 09 Aug 2019

**CSC Wireless, LLC d/b/a Altice Mobile**  
**CSC Wireless, LLC**

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 12 Aug 2019

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
CSC WIRELESS, LLC D/B/A ALTICE MOBILE  
CSC WIRELESS, LLC  
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC  
D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA  
BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL  
TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T  
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T  
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS**

This Amendment ("Amendment") amends the Wireless Agreement ("Agreement") by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS ("AT&T ALABAMA, ARKANSAS, CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS, KANSAS, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, MISSOURI, NEVADA, NORTH CAROLINA, OHIO, OKLAHOMA, SOUTH CAROLINA, TENNESSEE AND TEXAS") and CSC Wireless, LLC d/b/a Altice Mobile; CSC Wireless, LLC ("CLEC"). AT&T ALABAMA, ARKANSAS, CALIFORNIA, FLORIDA, GEORGIA, ILLINOIS, KANSAS, KENTUCKY, LOUISIANA, MICHIGAN, MISSISSIPPI, MISSOURI, NEVADA, NORTH CAROLINA, OHIO, OKLAHOMA, SOUTH CAROLINA, TENNESSEE AND TEXAS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T ARKANSAS, CALIFORNIA, KANSAS, KENTUCKY, LOUISIANA, MISSISSIPPI, MISSOURI, NEVADA, NORTH CAROLINA, OHIO, OKLAHOMA, AND TEXAS and CLEC are parties to a Wireless Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated May 24, 2019 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement add the State of Alabama, Florida, Georgia, Illinois, Michigan, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the State of Alabama, Florida, Georgia, Illinois, Michigan, South Carolina and Tennessee to the Agreement, in addition to adding Pricing Sheets and State specific Appendices, as applicable.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement

(including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
8. For Alabama, Florida, Georgia, Illinois, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

**Attachment II**

**Affidavit of Richard T. Howell**

In the Matter of the Application of )  
Southwestern Bell Telephone Company )  
for Approval of Two-Way )  
Interconnection Agreement Under the ) Docket No. 20-SWBT-020-IAT  
Telecommunications Act of 1996 With )  
CSC Wireless, LLC )

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )                    ss

1. My name is Richard T. Howell. I am over the age of 21; I am of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning both the Interconnection Agreement (“the Agreement”) between AT&T Kansas and CSC Wireless, LLC that was approved by the Commission on August 29, 2019 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment adds the states of Alabama, Florida, Georgia, Illinois, Michigan, South Carolina and Tennessee in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.
4. The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.

5. This amendment to the Agreement does not discriminate against any telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed amendment to the Agreement is consistent with Kansas law.

*Richard T. Howell*

Richard T. Howell

Subscribed and sworn to before me this 5<sup>th</sup> day of September 2019.

*Amy Michelle Monson*

Notary Public

My Commission Expires: 7-11-2020

