



Bruce A. Ney  
AVP – Senior Legal Counsel

20170727103043  
Filed Date: 07/27/2017  
State Corporation Commission  
of Kansas  
AT&T Kansas  
816 Congress Avenue  
Suite 1100  
Austin, Texas 78701  
T: 512.457.2311  
F: 512.870.3420  
bruce.ney@att.com

July 27, 2017

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

Re: Docket No. 10-SWBT-653-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 with MCC Telephony of the Midwest, LLC.

Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and MCC Telephony of the Midwest, LLC ("CLEC") on May 4, 2010 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This modification implements the changes resulting from the FCC's USF/ICC Order in the current Agreement. The Agreement, with this modification 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 modification 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 modification 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 modification 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:
Anne Sokolin-Maimon	
Vice President-Regulatory Affairs	
One Mediacom Way	
Mediacom Park, NY 10918	
Phone: 845-443-2610	
Fax: 845-698-4570	
E-mail: amaimon@mediacomcc.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 extending to the right.

Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Anne Sokolin-Maimon

**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. 10-SWBT-653-IAT
Telecommunications Act of 1996 with	)	
MCC Telephony of the Midwest, LLC.	)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and MCC Telephony of the Midwest, LLC and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

1. AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on April 7, 2010 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on May 4, 2010. This modification implements the changes resulting from the FCC's USF/ICC Order in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

2. AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification 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 modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, 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 modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

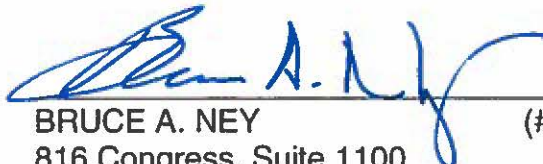
#### **IV. KANSAS LAW**

6. The negotiated and executed modification 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 modification to the Agreement previously approved.

Respectfully submitted,

  
\_\_\_\_\_  
BRUCE A. NEY (#15554)  
816 Congress, Suite 1100  
Austin, Texas 78701  
(512) 457-2311  
(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**

**MCC TELEPHONY OF THE MIDWEST, LLC**

## AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI  
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A  
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA, PACIFIC BELL TELEPHONE  
COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL  
TELEPHONE COMPANY D/B/A AT&T KANSAS AND AT&T MISSOURI

## AND

MCC TELEPHONY OF FLORIDA, LLC, MCC TELEPHONY OF GEORGIA,  
LLC, MCC TELEPHONY OF THE MIDWEST, LLC, MCC  
TELEPHONY OF MISSOURI, LLC, MCC TELEPHONY OF THE  
SOUTH, LLC, MCC TELEPHONY OF THE WEST, LLC, MEDIACOM  
TELEPHONY OF ILLINOIS, LLC





Signature: eSigned - Daniel TemplinSignature: eSigned - William BockelmanName: eSigned - Daniel Templin  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: President  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 13 Jun 2017Date: 13 Jun 2017

MCC Telephony of Florida, LLC, MCC Telephony of Georgia, LLC, MCC Telephony of The Midwest, LLC, MCC Telephony of Missouri, MCC Telephony of The South, LLC, MCC Telephony of The West, LLC, Mediacom Telephony of Illinois, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS and AT&T MISSOURI by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	773F
CALIFORNIA	857F
FLORIDA	919F
GEORGIA	718F
ILLINOIS	846F
INDIANA	874F
KANSAS	183G
KENTUCKY	781F
MISSISSIPPI	774F
MISSOURI	938F
TENNESSEE	086G

Description	ACNA Code(s)
ACNA(s)	QSO,QMO,QWS,QFL,GEF,LLJ,QMW,QMI



**AMENDMENT TO THE AGREEMENT  
BETWEEN**

**MCC TELEPHONY OF FLORIDA, LLC, MCC TELEPHONY OF GEORGIA, LLC, MCC TELEPHONY OF THE MIDWEST, LLC, MCC TELEPHONY OF MISSOURI, LLC, MCC TELEPHONY OF THE SOUTH, LLC, MCC TELEPHONY OF THE WEST, LLC, MEDIACOM TELEPHONY OF ILLINOIS, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS AND AT&T MISSOURI**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

**WHEREAS**, the Parties desire to amend the Agreements to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"),

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Agreements and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
  - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For all States except Arkansas, Ohio, California, and Wisconsin: 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 91st 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 days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment.

**Exhibit A**

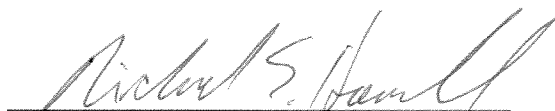
<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approved</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	MCC Telephony of the South, LLC	Interconnection Agreement	1/5/2010
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	MCC Telephony of Florida, LLC	Interconnection Agreement	3/3/2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	MCC Telephony of Georgia, LLC	Interconnection Agreement	1/5/2010
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	MCC Telephony of the South, LLC	Interconnection Agreement	2/18/2010
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	MCC Telephony of the South, LLC	Interconnection Agreement	5/4/2010
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	MCC Telephony of the South, LLC	Interconnection Agreement	6/21/2010
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Mediacom Telephony of Illinois, LLC	Interconnection Agreement	2/10/2010
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	MCC Telephony of the Midwest, LLC	Interconnection Agreement	7/29/2010
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	MCC Telephony of the West, LLC	Interconnection Agreement	6/26/2010
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	MCC Telephony of the Midwest, LLC	Interconnection Agreement	6/2/2011
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	MCC Telephony of Missouri, LLC	Interconnection Agreement	4/2/2010

## PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU



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

  
Richard T. Howell

Subscribed and sworn to before me this 25 day of July 2017.

  
Notary Public

My Commission Expires: 3/29/2020

