



Bruce A. Ney
General Attorney-Kansas
Legal

AT&T Kansas
220 SE 6th Street, Suite 515
Topeka, Kansas 66603

T: 785.276.8413
F: 785.276.1948
bruce.ney@att.com

June 30, 2014

Mr. Tom Day, Acting Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: Docket No. 09-SWBT-568-IAT – Application of Southwestern Bell Telephone Company for Approval of Cellular/PCS Interconnection Agreement Under the Telecommunications Act of 1996 With NE Colorado Cellular, Inc.

Dear Mr. Day:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Cellular/PCS Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and NE Colorado Cellular, Inc. ("NE Colorado") on March 30, 2009 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification adds a transit traffic service attachment and replaces the notice section 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. NE Colorado 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 NE Colorado is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Lynette Sieczko	
Network Interconnection Manager	
1224 W. Platte Avenue	
Fort Morgan, CO 80701	

Phone: 970-467-3139	
Fax: 970-867-3589	
E-mail: Lynette.Sieczko@viaero.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". The signature is fluid and cursive, with the first name "Bruce" written in a large, sweeping script, followed by "A." and "Ney".

Bruce A. Ney
General Attorney

Attachments

cc: Lynette Sieczko

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

Application of Southwestern Bell)	
Telephone Company for Approval)	
of Cellular/PCS Interconnection)	Docket No. 09-SWBT-568-IAT
Agreement Under the)	
Telecommunications Act of 1996)	
With NE Colorado Cellular, Inc.)	

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

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

I. INTRODUCTION

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on January 14, 2009 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on March 30, 2009. This modification adds a transit traffic service attachment and replaces the notice section 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

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.

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

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 . . .

The affidavit of Janet Arnold, 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

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

V. CONCLUSION

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



BRUCE A. NEY (#15554)
220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

**AMENDMENT
to
CELLULAR/PCS 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

NE COLORADO CELLULAR, INC.

AMENDMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND
NE COLORADO CELLULAR, INC.

Signature: eSigned - Mike FelicissimoSignature: eSigned - William A. BockelmanName: eSigned - Mike Felicissimo
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Executive Vice President
(Print or Type)Title: Director
(Print or Type)Date: 19 Jun 2014Date: 19 Jun 2014

NE Colorado Cellular, Inc.

Southwestern Bell Telephone Company d/b/a AT&T
KANSAS by AT&T Services, Inc., its authorized agent

State	CLEC OCN
KANSAS	6874

Description	ACNA Code(s)
ACNA(s)	NEB

**AMENDMENT TO THE AGREEMENT
BETWEEN
NE COLORADO CELLULAR, INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T KANSAS**

This Amendment (the "Amendment") modifies the Cellular/PCS Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T") and NE Colorado Cellular, Inc. ("CMRS Provider"). AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CMRS Provider are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated December 24, 2008 and as subsequently amended (the "Agreement"); and

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 Schedules, Exhibits and 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 that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the State(s) of Kansas.
3. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
4. The Parties agree to delete and replace in its entirety Section 2.3 and 2.4 of the Interconnection Agreement short form with the following:

2.3 Notices

2.3.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

2.3.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

2.3.1.2 delivered by facsimile provided CMRS Provider and/or AT&T Kansas has provided such information in Section 2.3.3 below.

2.3.1.3 delivered by electronic mail (email) provided CMRS Provider and/or AT&T Kansas has provided such information in section 2.3.3 below.

2.3.2 Notices will be deemed given as of the earliest of:

2.3.2.1 the date of actual receipt;

2.3.2.2 the next Business Day when sent via express delivery service;

2.3.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

2.3.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

2.3.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CMRS Provider by AT&T Kansas.

2.3.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CMRS CONTACT
NAME/TITLE	Lynette Sieczko Network Interconnection Manager
STREET ADDRESS	1224 W. Platte Avenue
CITY, STATE, ZIP CODE	Fort Morgan, CO 80701
PHONE NUMBER*	(970) 467-3139
FACSIMILE NUMBER	(970) 867-3589
EMAIL ADDRESS	Lynette.Sieczko@viaero.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

2.3.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 2.3. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

2.3.5 AT&T Kansas communicates official information to CMRS Provider via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying 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. 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.
8. 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.

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A

TABLE OF CONTENTS

<u>Section</u>	<u>Section Number</u>
Introduction	1.0
Definitions.....	2.0
Responsibilities of the Parties	3.0
WSP-Originated Transit Traffic	4.0
WSP-Terminated Transit Traffic.....	5.0
Transit Traffic Routing Trunk/Groups	6.0
Direct Trunking Requirements	7.0
State Specific Billing Requirements	8.0

1.0 Introduction

- 1.1 This Transit Traffic Service Exhibit sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for WSP. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to AT&T-TSP's End Users. Transit Traffic Service allows WSP to exchange WSP-originated traffic with a Third Party Terminating Carrier to which WSP is not directly interconnected, and it allows WSP to receive traffic originated by a Third Party Originating Carrier.
- 1.2 This Transit Traffic Service Exhibit incorporates the provisions of a transiting arrangement, as it relates to AT&T-TSP's provision of Transit Traffic Service to interconnected WSP, where WSP is authorized to operate and deliver traffic for the provision of Telecommunications Services, pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.

2.0 Definitions

- 2.1 "AT&T Transit Service Provider" or ("AT&T-TSP") means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS when providing its Transit Traffic Service.
- 2.2 "Switched Access Traffic" means an offering of access to AT&T-TSP's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.
- 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement.
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to WSP.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when WSP uses AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means traffic originating on WSP's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network, or traffic from a Third Party Originating Carrier's network that is switched and transported by AT&T-TSP and delivered to WSP's network. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) or their successor agreements as applicable is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic does not include traffic to or from IXCs.
- 2.7 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between WSP and a Third Party Originating or Terminating Carrier, where WSP is directly interconnected with AT&T-TSP's Tandem.

3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide WSP with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA(s), or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on WSP's network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-TSP End User.
- 3.3 WSP agrees to compensate AT&T-TSP for the Transit Traffic Services provided by AT&T-TSP at the rates set forth in the attached Pricing Schedule, as applicable.
- 3.4 WSP and AT&T-TSP must have Meet Point billing terms and conditions in this Interconnection Agreement

4.0 WSP-Originated Transit Traffic

- 4.1 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-TSP for transiting to such Third Party Terminating Carriers. In no event will

AT&T-TSP have any liability to WSP or any Third Party Carrier, if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-TSP's network to reach a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-TSP against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP. The Third Party Terminating Carrier and AT&T-TSP will bill their respective charges directly to WSP. AT&T-TSP will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TSP to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, WSP will indemnify AT&T-TSP for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TSP agrees to allow WSP to participate as a party.
- 4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-TSP's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then WSP agrees to cooperate to investigate and take corrective action. If WSP is sending CPN to AT&T-TSP, but AT&T-TSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from WSP, then AT&T-TSP cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising out of the failure of any traffic transiting AT&T-TSP's network to have CPN.
- 4.4 WSP, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 WSP-Terminated Transit Traffic

- 5.1 WSP shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to WSP.
- 5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-TSP. Where AT&T-TSP is providing Transit Traffic Service to WSP, AT&T-TSP will pass the CPN to WSP, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TSP cannot forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN. If AT&T-TSP or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, WSP agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP will not be obligated to pay WSP for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 In each LATA in which WSP has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-TSP, WSP shall trunk from each of its MSCs to all AT&T-TSP Tandems in such LATA; or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-TSP then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-TSP Tandems in such LATA.
- 6.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TSP Tandem that is subtended by such Third Party Terminating Carrier's switch.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by WSP shall be considered misrouted. Transit Traffic routed by WSP to any AT&T-TSP End Office shall be considered misrouted.

6.4 Upon written notification from AT&T-TSP of misrouting of Transit Traffic by WSP as identified above, WSP will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.

6.5 The Parties will route Transit Traffic over the same facilities and trunking that they route Section 251(b)(5) traffic pursuant to this Agreement.

7.0 Direct Trunking Requirements

7.1 When WSP Transit Traffic is routed through AT&T-TSP's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-TSP written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-TSP's request. Once a Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier, unless AT&T-TSP and WSP mutually agree otherwise.

8.0 State Specific Billing Requirements

8.1 For AT&T CALIFORNIA WSP will be charged Call Duration charges on a per MOU basis and a Call Setup charge on a per call basis at the Transit Traffic rates set forth in the Pricing Sheet.

8.2 For AT&T ARKANSAS, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA and/or AT&T TEXAS, WSP will be charged transit charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

8.3 AT&T KENTUCKY and/or AT&T NORTH CAROLINA Transit Billing Requirements

8.3.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

8.3.2 Subject to WSP providing all necessary information, AT&T KENTUCKY and/or AT&T NORTH CAROLINA agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T KENTUCKY and/or AT&T NORTH CAROLINA. AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall pass Electronic Message Interface (EMI) 1101 call records to WSP at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then WSP shall be responsible for all costs and charges incurred by AT&T KENTUCKY and/or AT&T NORTH CAROLINA for Transit Traffic originated by WSP.

8.3.3 Information required from WSP participating in EMI billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA includes, but is not limited to:

- (i) Regional Accounting Office code (RAO)
- (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T KENTUCKY and/or AT&T NORTH CAROLINA will only render a bill to WSP.
- (iii) a unique Access Carrier Name Abbreviation (ACNA)
- (iv) Percent Interstate Usage
- (v) Percent Local Usage
- (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)
- (vii) Billing Interconnection Percentage

- (viii) Screening Telephone Number (STN) for each interconnection trunk group from WSP's dedicated NXX that sub-tends an AT&T KENTUCKY and/or AT&T NORTH CAROLINA Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's AT&T KENTUCKY and/or AT&T NORTH CAROLINA, Type 2A trunk interconnection exists.
- 8.3.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T KENTUCKY and/or AT&T NORTH CAROLINA and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish a BIP other than this default BIP.
- 8.3.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within AT&T KENTUCKY's and/or AT&T NORTH CAROLINA's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an AT&T KENTUCKY and/or AT&T NORTH CAROLINA Tandem and has a Rate Center that sub-tends the same AT&T KENTUCKY and/or AT&T NORTH CAROLINA Tandem. Tandem level interconnections with AT&T KENTUCKY and/or AT&T NORTH CAROLINA are required, and WSP must deliver all Transit Traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if WSP has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T KENTUCKY and/or AT&T NORTH CAROLINA SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.
- 8.3.6 For AT&T KENTUCKY and/or AT&T NORTH CAROLINA, WSP will be charged cellular intermediary charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

PRICING SHEETS
TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT
EXHIBIT B

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
W2	KS	TRANSIT	Transit - per MOU				\$0.002363			MOU

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone Company for Approval)
of Cellular/PCS Interconnection) Docket No. 09-SWBT-568-IAT
Agreement Under the)
Telecommunications Act of 1996)
With NE Colorado Cellular, Inc.)

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

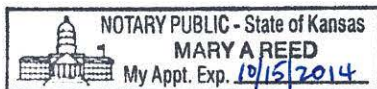
Before me, the Undersigned Authority, on the 30th day of June, 2014, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Cellular/PCS Interconnection Agreement ("the Agreement") between AT&T Kansas and NE Colorado Cellular, Inc. that was approved by the Commission on March 30, 2009 and the proposed modification to that Agreement.
2. This modification adds a transit traffic service attachment and replaces the notice section in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

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.

Janet Arnold
Janet Arnold

Subscribed and sworn to before me this 30th day of June, 2014.



Mary A Reed
Notary Public

My Commission Expires: October 15, 2014