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20140828140715
Filed Date: 08/28/2014
State Corporation Commission
of Kansas

August 28, 2014

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

Re: Docket No. 06-SWBT-449-IAT – Application of Southwestern Bell
Telephone, L.P. for Approval of Interconnection Agreement Under the
Telecommunications Act of 1996 With Comcast Phone of Kansas, LLC

Dear Mr. Day:

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 Comcast Phone of Kansas, LLC (Comcast) on November 2, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification adds terms and conditions for the use of Usage Reports provided by AT&T Kansas to Comcast to determine billing charges. 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. Comcast 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 Comcast is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Robert Munoz	
Sr. Director of Regulatory Affairs – Cable Division	

One Comcast Center, 50 th Floor	
Philadelphia, PA 19103	
Phone: 215-286-2627	
Fax:	
E-mail: Robert_Munoz@comcast.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".

Bruce A. Ney
General Attorney

Attachments

cc: Robert Munoz

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

Application of Southwestern Bell)	
Telephone, L.P. for Approval of)	
Interconnection Agreement Under)	Docket No. 06-SWBT-449-IAT
the Telecommunications Act of 1996)	
With Comcast Phone of Kansas, 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 Comcast Phone of Kansas, LLC ("Comcast") 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 October 24, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on November 2, 2005. This modification adds terms and conditions for the use of Usage Reports provided by AT&T Kansas to Comcast to determine billing charges. 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) GROUNDS 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.



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(785) 276-8413
(785) 276-1948 (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

COMCAST PHONE OF KANSAS, LLC

AMENDMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND
COMCAST PHONE OF KANSAS, LLC

Signature: eSigned - Michael ClancySignature: eSigned - Kristen E. ShoreName: eSigned - Michael Clancy
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Vice-President Operations Compliance
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 22 Aug 2014Date: 25 Aug 2014

Comcast Phone of Kansas, LLC

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

State	CLEC OCN
KANSAS	441D

Description	ACNA Code(s)
ACNA(s)	BPH

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND
COMCAST PHONE OF KANSAS, LLC**

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Kansas ("AT&T KANSAS") (previously referred to as "Southwestern Bell Telephone, L.P. d/b/a SBC Kansas") and Comcast Phone of Kansas, LLC ("Comcast"), is hereby amended as follows.

WHEREAS, AT&T KANSAS and Comcast are the parties to that certain "Interconnection Agreement" approved as of November 2, 2005 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T KANSAS and Comcast hereby agree as follows:

1. This Amendment is composed of the foregoing recitals and the terms and conditions set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Attachment 12, Intercarrier Compensation, Section 12, which is currently intentionally blank, is hereby amended by adding the following:

12.0 Quarterly Usage Reports

- 12.1 AT&T KANSAS' Quarterly Usage Reports. Comcast will use AT&T KANSAS' Quarterly Usage Reports, which AT&T KANSAS will make available at the end of each quarter, to determine the applicable monthly Access and Intercarrier Compensation charges to be billed to AT&T KANSAS in the following quarter. AT&T KANSAS' usage reports will define the minutes of use and message totals of what the AT&T KANSAS network recorded as billable compared to what Comcast invoiced for the same periods. The percent of variance will then be used in the following quarter to apply monthly discounts in the form of an OC&C ["Other Charges & Credits].
- 12.2 Comcast will also utilize AT&T KANSAS' minutes of use provided in the Quarterly Usage Report(s) times the applicable jurisdictional rate(s) to calculate a quarterly true-up to determine the appropriate amounts, if any, to be paid by AT&T KANSAS or to be credited by Comcast for the prior quarter.
- 12.3 Comcast shall designate an employee and address to whom AT&T KANSAS shall send the Quarterly Usage Reports requested by Comcast. Comcast will provide thirty (30) days advance written notice if it desires AT&T KANSAS to send the Quarterly Usage Reports to a different Comcast employee or address.
- 12.4 In those instances where AT&T KANSAS realizes that either because of a recording error or some other failure, interruption, delay, or malfunction, usage data was lost or incomplete or unavailable, AT&T KANSAS will notify Comcast of such occurrences and will make reasonable efforts to recover such usage data. Comcast will notify AT&T KANSAS within fifteen (15) days of receipt of the Quarterly Usage Reports, if it believes the Quarterly Usage Reports contains incomplete usage data or other errors and

AT&T KANSAS will make reasonable efforts to recover such usage data. If AT&T KANSAS is unable to recover such usage data, AT&T KANSAS will estimate the minutes of use and message totals based on usage data from the past two (2) prior Quarterly Usage Reports. Comcast acknowledges that AT&T KANSAS is providing its Quarterly Usage Records at no charge and AT&T KANSAS will not be liable for any recording error or other failure, interruption, delay, or malfunction that results in usage data being lost, incomplete, containing errors, or unavailable. Provided, however, if such Quarterly Usage Report(s) are later proven to be inaccurate within twelve (12) months, the Parties shall recalculate the Quarterly Usage Report(s) with the data the Parties agree to be accurate and use the recalculated Quarterly Usage Report(s) to true-up any monies owing between the Parties.

- 12.5 Comcast reserves the right to file a dispute pursuant to the Dispute Resolution process set forth in the General Terms and Conditions, if the minutes provided monthly, per jurisdiction, by AT&T KANSAS vary by more than ten percent (10%) from prior historic trends of AT&T KANSAS' provided minutes and/or from Comcast recorded terminating minutes without satisfactory explanation.
- 12.6 AT&T KANSAS reserves all rights, including, but not limited to, the right to file a dispute pursuant to the Dispute Resolution process set forth in the General Terms and Conditions, if Comcast's billing to AT&T KANSAS for any month is not based on AT&T KANSAS' provided minutes per jurisdiction or if AT&T KANSAS deems that Comcast has applied or billed an incorrect rate(s).
- 12.7 If this Amendment commences or ends in the middle of a quarter, rather than at the beginning or end of a quarter, the Parties agree that the quarterly true-up to determine the appropriate amounts, if any, to be paid by AT&T KANSAS or to be credited by Comcast shall be adjusted on a pro-rata basis so the payment or credit will be reduced by the number of days remaining in the quarter divided by the number of total days in the quarter.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Conflict between this Amendment and the Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern.
6. 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.
7. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under) Docket No. 06-SWBT-449-IAT
the Telecommunications Act of 1996)
With Comcast Phone of Kansas, LLC)

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

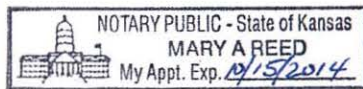
Before me, the Undersigned Authority, on the 28th day of August, 2014, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:


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 Interconnection Agreement ("the Agreement") between AT&T Kansas and Comcast Phone of Kansas, LLC that was approved by the Commission on November 2, 2005 and the proposed modification to that Agreement.
2. This modification adds terms and conditions for the use of Usage Reports provided by AT&T Kansas to Comcast to determine billing charges.
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

Subscribed and sworn to before me this 28th day of August, 2014.




Notary Public

My Commission Expires: October 15, 2014