



Bruce A. Ney  
AVP – Senior Legal Counsel

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AT&T Kansas  
816 Congress Avenue  
Suite 1100  
Austin, Texas 78701  
State Corporation Commission  
of Kansas

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. 99-SWBT-468-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Interconnection and Reciprocal Compensation Agreement Under the Telecommunications Act of 1996 with Panhandle Telecommunication Systems, Inc.

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 Panhandle Telecommunications Systems, Inc. (“CLEC”) on February 16, 1999 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This modification implements the FCC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties and update the Notices provisions 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

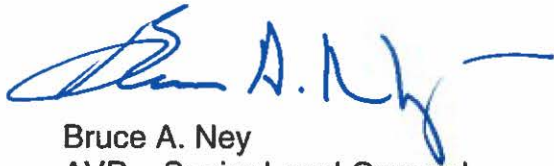
agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Shawn Hanson	
Chief Executive Officer	
603 S. Main Street	
Guymon, OK 73942	
Phone: 580-338-2556	
Fax:	
E-mail: shawn.hanson@ptci.net	

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", followed by a horizontal line.

Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Shawn Hanson

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

In the Matter of the Application of	)	
Southwestern Bell Telephone	)	
Company for Interconnection and	)	
Reciprocal Compensation Agreement	)	Docket No. 99-SWBT-468-IAT
Under the Telecommunications	)	
Act of 1996 with Panhandle	)	
Telecommunications Systems, Inc.	)	

**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 Panhandle Telecommunications Systems, Inc. and would respectfully shows 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 January 14, 1999 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on February 16, 1999. This modification implements the FCC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties and update the Notices provisions 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).

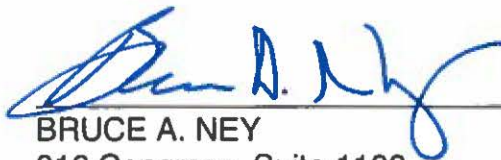
#### **IV. KANSAS LAW**

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,



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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**

**PANHANDLE TELECOMMUNICATION  
SYSTEMS, INC.**

**AMENDMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS**

**AND**

**PANHANDLE TELECOMMUNICATIONS SYSTEMS, INC.**



Signature: eSigned - Shawn Hanson

Signature: eSigned - William Bockelman

Name: eSigned - Shawn Hanson  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: CEO  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 07 Jun 2017

Date: 07 Jun 2017

Panhandle Telecommunications Systems, Inc.

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



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
PANHANDLE TELECOMMUNICATIONS SYSTEMS, INC.  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as 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 d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, 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 Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and Panhandle Telecommunications Systems, Inc. ("CMRS Provider" or Panhandle Telecommunications Systems, Inc.), shall apply to the States of Kansas. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking 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), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **DEFINITIONS**
  - 2.1 "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
  - 2.2 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
  - 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
  - 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither originates nor

terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXC's.

3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2017, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time.
4. The Parties agree to remove the terminating InterMTA Traffic rate and to replace the rate for 251(b)(5) Traffic per minute of use for transport and termination Mobile to Land per Minute of Use for Type 2A, Type 1 and Type 2B in Pricing Appendix of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Pricing Appendix shall remain the same.
5. Effective July 1, 2017 (in compliance with ¶18 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
6. This Amendment is not applicable to Transit Traffic.
7. The Parties agree to replace Section 18.14 from the Agreement with the following language:

**18.14. Notices**

18.14.1 Notices given by WSP to AT&T 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:

18.14.1.1 delivered by electronic mail (email).

18.14.1.2 delivered by facsimile.

18.14.2 Notices given by AT&T to the WSP 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:

18.14.2.1 delivered by electronic mail (email) provided WSP has provided such information in Section 18.14.4 below.

18.14.2.2 delivered by facsimile provided WSP has provided such information in Section 18.14.4 below.

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

18.14.3.1 the date of actual receipt.

18.14.3.2 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.

18.14.3.3 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.

18.14.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Kelley Wells Regulatory Affairs Manager
STREET ADDRESS	603 S .Main Street
CITY, STATE, ZIP CODE	Guymon, OK 73942

PHONE NUMBER*	(580) 468-2179
FACSIMILE NUMBER	(580) 338-4213
EMAIL ADDRESS	kelley.wells@ptci.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

\*Informational only and not to be considered as an official notice vehicle under this Section.

- 18.14.5 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 18.14. 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.
- 18.14.6 AT&T communicates official information to WSPs 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.
8. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
  9. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
  10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  11. 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.
  12. 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.
  13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
  14. 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.
  15. For Kansas: 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.

## PRICING SHEET

EXHIBIT A  
CMRS PROVIDER /AT&T  
Appendix Pricing

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	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	KS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	KS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of                    )  
Southwestern Bell Telephone                        )  
Company for Interconnection and                    )  
Reciprocal Compensation Agreement                ) Docket No. 99-SWBT-468-IAT  
Under the Telecommunications                        )  
Act of 1996 with Panhandle                         )  
Telecommunications Systems, Inc.                    )


AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS                )  
                                      )       ss  
COUNTY OF DALLAS         )


Before me, the Undersigned Authority, on the 25th day of July 2017, personally appeared Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, upon being by me duly sworn on oath deposed and said the following:

1. My name is Richard T. Howell. I am over the age of 21, 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 the Interconnection Agreement ("the Agreement") between AT&T Kansas and Panhandle Telecommunications Systems, Inc. that was approved by the Commission on February 16, 1999 and the proposed modification to that Agreement.
2. This modification implements the FCC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties and update the Notices provisions 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.

  
Richard T. Howell

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

  
Notary Public

My Commission Expires: 3/29/2020

