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AVP – Senior Legal Counsel

20180522115739
Filed Date: 05/22/2018
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May 22, 2018

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

Re: Docket No. 11-SWBT-414-IAT – In the Matter of the Application of
Southwestern Bell Telephone Company for Approval of Interconnection Agreement
Under the Telecommunications Act of 1996 With Granite Telecommunications, LLC

Dear Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of an amendment to the Interconnection Agreement between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Granite Telecommunications, LLC ("CLEC") filed with the Commission on November 29, 2010 and approved by operation of law, 47 U.S.C. §252(e)(4) on or about February 27, 2011 in the above-captioned docket (hereinafter "the Agreement"). Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This Amendment includes rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts 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:
Rand Currier	Paula Foley
Chief Operating Officer	
100 Newport Avenue Extension	
Quincy, MA 02171	
Phone: 617-933-5500	
Fax: 866-847-5550	
E-mail: rcurrier@granitenet.com	Paula.Foley@granitenet.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
AVP – Senior Legal Counsel

Attachments

cc: Rand Currier

**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. 11-SWBT-414-IAT
Telecommunications Act of 1996 With)	
Granite Telecommunications, 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 Granite Telecommunications, 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 November 29, 2010 pursuant to the terms of the Federal Act. The Agreement was approved by operation of law, pursuant to 47 U.S.C. §252(e)(4), on or about February 27, 2011. This amendment includes rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts 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).

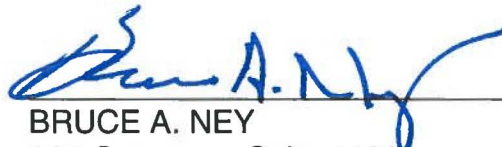
IV. KANSAS LAW

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
(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

GRANITE TELECOMMUNICATIONS, LLC

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 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, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

GRANITE TELECOMMUNICATIONS, LLC



Signature: eSigned - Rand CurrierSignature: eSigned - William BockelmanName: eSigned - Rand Currier
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: COO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 10 Apr 2018Date: 10 Apr 2018**Granite Telecommunications, LLC**

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, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	9927	375A
ARKANSAS	9927	204C
CALIFORNIA	9927	946B
FLORIDA	9927	325A
GEORGIA	9927	8878
ILLINOIS	9927	911B
INDIANA	9927	969B
KANSAS	9927	891B
KENTUCKY	9927	101A
LOUISIANA	9927	787A
MICHIGAN	9927	832B
MISSISSIPPI	9927	404A
MISSOURI	9927	876B
NEVADA	9927	748B

NORTH CAROLINA	9927	8156
OHIO	9927	710B
OKLAHOMA	9927	921B
SOUTH CAROLINA	9927	614A
TENNESSEE	9927	987A
TEXAS	9927	561B
WISCONSIN	9927	541B

Description	ACNA Code(s)
ACNA(s)	GIM

AMENDMENT TO THE INTERCONNECTION AND/OR RESALE AGREEMENT

BETWEEN

GRANITE TELECOMMUNICATIONS, 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 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,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as defined and shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties wish to amend the Agreement(s) to include rates, terms and conditions for the reselling of Individual Case basis ("ICB") contracts; and

NOW, THEREFORE, in consideration of the promises and mutual agreement(s) 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, and Exhibit A – Listing of Agreements, Exhibit B – ICB Contracts Attachment and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to add the ICB Contracts Attachment, attached hereto as Exhibit B, to the Agreement(s).
3. There shall be no retroactive application of any provision of this Amendment prior to the effective date of this Amendment.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) 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(s) (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(s), but rather, shall be coterminous with such Agreement(s).
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) 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 counterpart shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, 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 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 (30) 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) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name ("CLEC")	Contract Type	Last Party Signed Date
Pacific Bell Telephone Company d/b/a AT&T California	Granite Telecommunications, LLC	Interconnection	July 1, 2010
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, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin	Granite Telecommunications, LLC	Interconnection	November 10, 2010

EXHIBIT B ATTACHMENT – ICB CONTRACTS

1.0 Individual Case Basis (ICB) Contracts

1.0.1 The telecommunications services AT&T offers to CLEC for Resale pursuant to this Amendment are the telecommunications services AT&T sold to one or more of its End Users pursuant to a retail ICB contract.

1.0.1.1 An "ICB contract" is a written contract pursuant to which telecommunication services are sold at rates and/or terms and conditions that differ from the generally applicable rates and/or terms and conditions for those services as set forth in the applicable retail tariff or on-line service guide. These contracts may also be referred to as Customer Specific Arrangements (CSA) in certain states.

1.0.1.2 Services that are not telecommunications services eligible for Resale do not become subject to Resale when they are included in a retail ICB contract.

1.0.1.3 An ICB contract will be available for Resale by a CLEC for ninety (90) days after the effective date of the retail ICB contract and/or ninety (90) days after the effective date of a ICB contract renewal, subject to the other conditions in this Attachment. A resold retail ICB contract shall have the same termination date as the retail ICB contract.

1.0.1.4 AT&T shall disclose to CLEC through an online, password protected database, retail ICB contracts with End Users in Michigan and Illinois. AT&T ICB contracts subject to Resale that are disclosed to CLEC through means other than the online database shall also be available for Resale.

1.1 In order to resell a retail ICB contract, CLEC shall certify that it will resell the ICB contract subject to the material terms and conditions that apply to the retail ICB contract customer, as those terms and conditions:

- 1) appear on the face of the retail ICB contract
- 2) can be inferred with reasonable certainty by CLEC from ascertainable customer characteristics
- 3) are terms of the retail offer that are disclosed by AT&T to CLEC

1.2 As a condition of Resale of a retail ICB contract, CLEC commits that CLEC's ICB contract End User meets the same terms and conditions as AT&T's retail ICB contract End User, including but not limited to:

- (i) revenue commitment;
- (ii) minimum volume;
- (iii) term length;
- (iv) termination obligations;
- (v) the type of product or service offered;
- (vi) the manner in which a product or service is configured for AT&T's retail ICB contract End User, e.g., a telecommunications service may be configured with a mix of digital and analog lines and with a mix of available features;
- (vii) geography/location; and
- (viii) unique build-out or construction requirements, such as placement of fiber or diverse routing.

1.3 CLEC is solely liable to AT&T for any ICB contract penalty or early termination charges associated with ICB contracts it resells to CLEC's End User.

1.4 CLEC acknowledges the confidential nature of AT&T's retail ICB contracts and agrees to abide by the confidentiality provisions of this Agreement that require CLEC to keep confidential the information that AT&T provides to it.

- 1.5 Where AT&T is obligated to offer ICB contracts for Resale the following discounts apply. Where applicable, the Commission's approved ICB contract discounts (as reflected in the attached Price Schedule) shall be applied to resold ICB contracts for new and assumed ICB contracts. Where a Commission has not addressed Resale of ICB contracts, the parties agree that the attached Price Schedule discount shall apply unless otherwise agreed to in writing.
- 1.6 AT&T may decline to resell an ICB contract to CLEC for a CLEC End User if AT&T determines that the End User customer does not meet the terms and conditions of the ICB contract requested. In that event, AT&T shall inform CLEC of the terms which render the CLEC End User as not similarly situated and therefore not eligible to receive the retail ICB contract under a Resale arrangement. If the ICB contract requested by CLEC is an AT&T retail retention offer conditioned on a competitive bid from another carrier, AT&T may request proof of competitive bid from CLEC. This information will only be provided under a confidential arrangement with the CLEC. In the event, there is disagreement between the Parties as to whether a certain term would be met, either Party may petition the Commission for a determination.
- 1.7 If CLEC accepts an offer by AT&T to resell an ICB contract, AT&T shall provision such service in accordance with the requirements of 47 CFR 51.603(b).
- 1.8 At any time before the termination of this Agreement, either Party may request the Commission to determine that conditions on Resale other than or in addition to those prescribed in this Agreement(s) would be reasonable and nondiscriminatory. Notwithstanding the foregoing, in the event CLEC files a petition with any regulatory or judicial body requesting online access to ICBs with End Users in states other than Michigan and Illinois and/or the agreed upon non-Commission discount to apply in states where the Commission has not established a discount percentage for resale of ICB contracts in Section 1.5, then CLEC waives its rights to the agreed upon non-Commission discount to apply in states where the Commission has not established a discount percentage for resale of ICB contracts in Section 1.5 and the online access described in Section 1.0.1.4
- 1.9 If AT&T wishes to verify whether CLEC is reselling the ICB contracts in accordance with the requirements of this Amendment then AT&T may initiate an audit as set forth in this section.
- 1.9.1 AT&T may audit once each calendar year CLEC's Resale of AT&T ICB retail contracts for the purpose of evaluating whether CLEC is reselling the ICB contracts in accordance with the requirements of this Amendment. Notwithstanding the foregoing, AT&T may audit as provided herein more than once during any calendar year if the previous audit found previously uncorrected, material improper Resale of AT&T retail ICB contracts in accordance with the terms of the Amendment.
- 1.9.2 AT&T shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted during normal business hours. CLEC shall provide reasonable cooperation in any such audit, providing the auditor reasonable access to appropriate contracts and customer information reasonably necessary to assess whether CLEC is reselling AT&T retail ICB contracts in accordance with the requirements of the Amendment. AT&T shall not have access to the audited data of CLEC, but shall rely upon summary results provided by the auditor. CLEC may redact from the information provided to the auditor any confidential information that reveals information of CLEC customers that is outside the scope of the audit, proprietary Customer information, CLEC internal cost information, network security information or CLEC trade secret information.
- 1.9.3 The results of the audit shall be considered to be Confidential Information under this Agreement(s) and shall not be disclosed by AT&T except as permitted by the Confidentiality provisions of this Agreement(s). CLEC shall receive a copy of the auditor's report.

PRICING SHEETS
Exhibit C

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
16	KS	RESALE APPLICABLE DISCOUNTS	Resold ICB Contract				5.00%	5.00%		

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

In the Matter of the Application of)
Southwestern Bell Telephone Company)
for Approval of Interconnection) Docket No. 11-SWBT-414-IAT
Agreement Under the)
Telecommunications Act of 1996 With)
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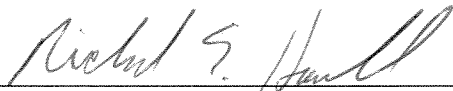
AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

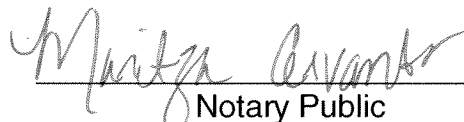
On the 17th day of May 2018, Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, personally appeared before me, the undersigned authority, and upon being duly sworn on oath, depose and said the following:

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 Granite Telecommunications, LLC that was approved by operation of law, pursuant to 47 U.S.C. §252(e)(4), on or about February 27, 2011 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment includes rates, terms and conditions for the reselling of Individual Case basis (“ICB”) contracts 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

Subscribed and sworn to before me this 17th day of May 2018.


Notary Public

My Commission Expires:

