



Bruce A. Ney
Senior Counsel

AT&T Kansas
220 SE Sixth Street
Room 515
Topeka, KS 66603-3596

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

January 16, 2007

Ms. Susan K. Duffy, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

JAN 16 2007

Re: Docket No. 07-SWBT-574-IAT

 Docket Room

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T") and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") on December 13, 2006 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification amends the Agreement to include additional states for certain Optional Advanced Services, specifically the Telephone Number Report. The Agreement, with this modification, and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. This amendment has not been previously approved by the Commission. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. AT&T files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. DIECA is in good standing with the Kansas Secretary of State's office.

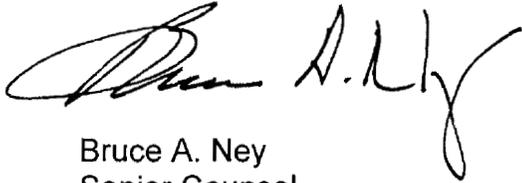
AT&T represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T specifically requests that the Commission refrain from taking 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 DIECA is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Ms. Katherine Mudge	
Senior Counsel	
7000 N. Mopac Expressway, 2 nd Floor	
Austin, TX 78731	
Phone: 512-514-6380	
Fax: 512-514-6520	
E-mail: kmudge@covad.com	

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with the first name "Bruce" written in a larger, more prominent script than the last name "A. Ney".

Bruce A. Ney
Senior Counsel

Enclosures

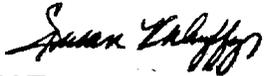
cc: Ms. Eva Powers (transmittal letter only)
Ms. Katherine Mudge

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

STATE CORPORATION COMMISSION

JAN 16 2007

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 07-SWBT-574-IAT
Telecommunications Act of 1996 With)
DIECA Communications, Inc. d/b/a)
Covad Communications Company)

 Docket
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P.
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas ("AT&T") 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 and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on December 6, 2006 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on December 13, 2006. This modification amends the Agreement to include additional states for certain Optional Advanced Services, specifically the Telephone Number Report. 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 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 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 respectfully requests that the Commission approve this modification to the Agreement previously approved.



TIMOTHY S. PICKERING (#02003)
BRUCE A. NEY (#15554) ◀
MELANIE N. McINTYRE (#19945)

220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)

Attorneys for Southwestern Bell Telephone, L.P.,
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, L.P. d/b/a

AT&T KANSAS

and

**DIECA COMMUNICATIONS, INC.
d/b/a COVAD COMMUNICATIONS COMPANY**

**AMENDMENT TO THE
COMMERCIAL AGREEMENT
BETWEEN**

**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, THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T
CONNECTICUT, SOUTHWESTERN BELL TELEPHONE, L.P. 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

**COVAD COMMUNICATIONS COMPANY AND DIECA COMMUNICATIONS, INC. D/B/A
COVAD COMMUNICATIONS COMPANY**

This Amendment to the Commercial Agreement is entered into by and between AT&T-13STATE¹ and Covad Communications Company and Dieca Communications, Inc. d/b/a Covad Communications Company ("Carrier") and applies only to the States of California, Connecticut, Illinois, Indiana, Ohio, Michigan, Wisconsin, Kansas, Texas and Missouri.

WHEREAS, AT&T-13STATE and Carrier (collectively, the "Parties") are parties to a certain Commercial Agreement last signed on November 10, 2006 (the "Agreement");

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing;

WHEREAS, the Parties previously agreed to an Optional Advanced Services Attachment pursuant to which AT&T-13STATE provides the Telephone Number Report (associated with xDSL) to Carrier in the state of Texas only;

WHEREAS, Carrier wishes to obtain from AT&T-13STATE certain optional advanced services, specifically the Telephone Number Report (associated with xDSL) for the states of California, Connecticut, Illinois, Indiana, Ohio, Michigan, Wisconsin, Kansas, Texas and Missouri;

WHEREAS, AT&T-13STATE is willing to provide Carrier the Telephone Number Report subject to the terms, conditions outlined in the OAS Attachment attached hereto as Attachment A and incorporated herein by this reference;

NOW, THEREFORE, the Parties agree to amend the Agreement as set forth herein:

1. The existing OAS Attachment to the Agreement for the State of Texas is hereby replaced and superseded in its entirety.
2. The OAS Attachment attached hereto as Attachment A and incorporated herein by this reference and applicable to the States of California, Connecticut, Illinois, Indiana, Ohio, Michigan, Wisconsin, Kansas, Texas and Missouri is added to the Agreement.

¹ As used in this letter, "AT&T STATE" has the same meaning as set forth in the Agreement.

3. Term and Termination

3.1 This Amendment shall not modify or extend the Term of the Agreement, but rather shall be coterminous with the Agreement.

4. Miscellaneous

4.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

4.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED.

4.3 The terms contained in this Amendment and its Attachment constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communication, written or oral. This Amendment may not be modified except in writing and must be signed by both Parties.

4.4 AT&T-13STATE will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. §211, in the same manner as the Agreement was.

4.5 The effective date of this Amendment shall be ten (10) business days after the last of the Parties has executed this Amendment (the "Amendment Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 12th day of January, 2007, by AT&T-13STATE, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Please indicate the CARRIER OCN & ACNA next to the state(s) in which the Carrier is authorized to do business and in which the Carrier is requesting this Amendment apply:

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ARKANSAS	_____	_____	MISSOURI	<u>4687</u>	<u>OVC</u>
CALIFORNIA	<u>7871</u>	<u>OVC</u>	NEVADA	_____	_____
CONNECTICUT	<u>2996</u>	<u>OVC</u>	OHIO	<u>3286</u>	<u>OVC</u>
ILLINOIS	<u>4681</u>	<u>OVC</u>	OKLAHOMA	_____	_____
INDIANA	<u>4682</u>	<u>OVC</u>	TEXAS	<u>4694</u>	<u>OVC</u>
KANSAS	<u>2995</u>	<u>OVC</u>	WISCONSIN	<u>2692</u>	<u>OVC</u>
MICHIGAN	<u>4685</u>	<u>OVC</u>			

Covad Communications Company and Dieca Communications, Inc. d/b/a Covad Communications Company

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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas by AT&T Operations, Inc., its authorized agent

Signature: [Signature]
 Name: James A. Kirkland
(Print or Type)
 Title: SVP, Strategic Dev & GC
(Print or Type)
 Date: 1/8/07

Signature: [Signature]
 Name: Rebecca L. Sparks
(Print or Type)
 Title: EXECUTIVE DIRECTOR-REGULATORY
(Print or Type)
 Date: 1-12-07

OPTIONAL ADVANCED SERVICES ATTACHMENT

The following voluntary products and services are made available under this Optional Advanced Services Attachment to the Commercial Agreement between AT&T Communications and Covad Communications Company dated November 10, 2006. This Optional Advanced Services Attachment applies only to the States of California, Connecticut, Illinois, Indiana, Ohio, Michigan, Wisconsin and Missouri, Texas and Kansas. Notwithstanding any other provision of the Agreement including without limitation this Attachment, this Attachment shall not be available in any State until there is an agreement effective between the Parties for that State which is subject to Section 251 and/or Section 252.

1.0 General Definitions:

“AT&T CALIFORNIA” means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as “SBC California”).

“AT&T CONNECTICUT” means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as “SBC Connecticut”).

“AT&T MIDWEST REGION 5-STATE” means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as “SBC Midwest Region 5-State”).

“AT&T SOUTHWEST REGION 3-STATE” as used only for purposes of this Attachment means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, AT&T Missouri, and AT&T Texas the AT&T-owned ILECs doing business in Kansas, Texas and Missouri.

2.0 Intentionally Left Blank.

3.0 Telephone Number Report (associated with xDSL Loops):

3.1 For the purposes set forth in this Section only, on the first business day following the 20th of each month (excluding holidays), **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE** will make available for download during off peak hours using Connect: Direct (NDM) over a CLEC-provided dedicated private line circuit from CLEC's premises into one of the **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE**'s protected xRAFs (Remote Access Facilities), a report that will list all telephone numbers resident in **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE**'s network per state (TN Report).

3.2 Subject to the conditions set forth herein, **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE** shall make the TN Report available to CLEC for the Term of this Attachment. This TN Report shall only be made available to CLEC for so long as CLEC actively ordering xDSL Loops from **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE**, as provided in Section 3.3 herein.

3.3 **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** and **AT&T SOUTHWEST REGION 3-STATE**'s TN report outlined herein will include each telephone number, the partial address that corresponds to each telephone number (the address shall include at a minimum the street name) and will include a flag indicating whether the telephone number is an **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** or **AT&T SOUTHWEST REGION 3-STATE** retail number or whether the telephone number is a wholesale number (which would indicate another CLEC is the retail voice provider either by reselling **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE** or **AT&T SOUTHWEST REGION 3-STATE**'s POTS service or by providing voice service via UNE-P/UNE switch port). The purpose of this TN Report is to enable CLEC, when providing DSL service, to determine whether it can order a standalone xDSL Loop prior to the loop

qualification stage. In the event CLEC does not order commercial volumes, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE or AT&T SOUTHWEST REGION 3-STATE shall have no obligation to provide the TN Report, including any updates, for that Specific Region or State to CLEC the following calendar month. Commercial volumes shall mean: (a) any combination of 100 orders for xDSL capable loops provisioned by AT&T MIDWEST REGION 5-STATE, to CLEC in any given month per region, within AT&T MIDWEST REGION 5-STATE's incumbent local exchange area(s) during a calendar month in that specific region, (b) any combination of 60 orders for xDSL capable loops provisioned by AT&T SOUTHWEST REGION 3-STATE within AT&T SOUTHWEST REGION 3-STATE's incumbent local exchange area(s) during a calendar month in that specific region; and (c) any combination of 20 orders for xDSL capable loops provisioned individually by AT&T CALIFORNIA and AT&T CONNECTICUT, respectively, to CLEC in any given month per state, within AT&T CALIFORNIA's and AT&T CONNECTICUT's incumbent local exchange area(s) during a calendar month in each specific state. Additionally, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE or AT&T SOUTHWEST REGION 3-STATE may discontinue providing such Report, including any updates, to CLEC until CLEC begins ordering xDSL capable loops in commercial volumes in that Specific Region. In the event the TN Report is discontinued, CLEC will be able once again to access the TN Report for that Specific Region in the following calendar month after reaching commercial volumes in that Specific Region.

3.4 The TN Report contains AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION STATE and/or AT&T SOUTHWEST REGION 3-STATE propriety information and shall only be made available to and used by a data CLEC for purposes of determining whether the CLEC can order a standalone xDSL Loop from AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHWEST REGION 3-STATE to serve its end-user customers and may not be used by CLEC for any other purpose. CLEC shall not disclose the TN Report, or any proprietary information contained on the TN Report, to any third party without AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 3-STATE's prior written approval. CLEC's failure to abide by the provisions concerning restricted use of the TN Report or the proprietary data on such TN Report contained herein shall be grounds for AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 3-STATE to immediately discontinue providing the TN Report to CLEC, and in such case, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE or [Note to Covad: I believe this should state "and"] AT&T SOUTHWEST REGION 3-STATE shall have no further obligation to provide the TN Report to CLEC hereunder.

4.0 Intentionally Left Blank.

5.0 Intentionally Left Blank.

6.0 Intentionally Left Blank.

7.0 The Parties agree that the TN Report is free of charge and no rates or pricing schedules are applicable to this service.

8.0 Notwithstanding anything to the contrary in the Agreement and this Attachment including, without limitation, Section 5 "Effective Date and Term" of the Agreement, either Party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other Party. Upon termination by either Party under this Section 8, neither Party shall have any further obligation to the other under this Attachment, except as to any charges which may be due to AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 3-STATE by CLEC for any work performed by AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHWEST REGION 3-STATE hereunder prior to the effective termination of this Attachment.

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 07-SWBT-574-IAT
Telecommunications Act of 1996 With)
DIECA Communications, Inc.)
d/b/a Covad Communications Company)

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
)) ss
COUNTY OF SHAWNEE)

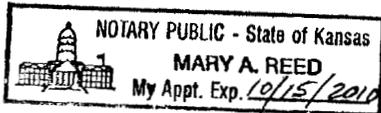
Before me, the Undersigned Authority, on the 16th day of January, 2007, personally appeared Janet Arnold of Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas ("AT&T") who, upon being by me duly sworn on oath deposed and said the following:

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, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") which was approved by the Commission on December 13, 2006.
2. This modification amends the Agreement to include additional states for certain Optional Advanced Services, specifically the Telephone Number Report.
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 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 16th day of January, 2007.



Mary A. Reed
Notary Public

My Commission Expires: *October 15, 2010*