



**Bruce A. Ney**  
AVP – Senior Legal Counsel

202202100647013771  
Filed Date: 02/10/2022  
AT&T Kansas  
816 Congress Avenue  
Suite 1100  
Austin, Texas 78701  
T: 512.457.2311  
F: 512.870.3420  
bruce.ney@att.com

February 10, 2022

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 AT&T Kansas' Application for Approval of an Amendment to Interconnection Agreement. The Application seeks approval of an amendment to the interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Granite Telecommunications, LLC ("Granite") approved by the Commission on February 27, 2011 in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This proposed amendment modifies certain provisions related to Operations Support Systems and/or Data Connection Security Requirements, 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. Granite is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this proposed 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 Granite is listed below.

Granite Officer Name:	Additional Contact Name for Notice:
Geoff Cookman	
Director, Regulatory and Carrier Relations	
100 Newport Avenue Extension	
Quincy, MA 02171	
Phone: 617-933-5500	
Fax:	
E-mail: gcookman@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". The signature is fluid and stylized, with a large initial "B" and a long, sweeping underline.

Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Geoff Cookman

**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**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Kansas and hereby files its Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Granite. In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

**I. BACKGROUND**

1. On February 27, 2011, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and Granite (the "Agreement") in the above captioned proceeding.

**II. REQUEST FOR APPROVAL**

2. AT&T Kansas requests the Commission's approval of the proposed amendment to the Agreement, consistent with the provisions of the Federal Act. The proposed amendment will modifies certain provisions related to Operations Support Systems and/or Data Connection Security Requirements, in the current Agreement. A copy of the executed amendment is attached hereto as Attachment I and incorporated herein by this reference.

3. The implementation of the amendment to the Agreement complies fully with Section 252(e) of the Federal Act as 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.

4. AT&T Kansas respectfully requests that the Commission grant expeditious approval of its Application and the amendment to the Agreement, without change, suspension or other delay. The Agreement, with the proposed amendment, is a bilateral Agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe intervention by other parties is necessary or appropriate.

### **III. STANDARD FOR REVIEW**

5. 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 . . .

6. 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**

7. The proposed amendment to the Agreement is consistent with Kansas law.

#### **V. CONCLUSION**

8. For the reasons set forth above, AT&T Kansas respectfully requests an Order of the Commission approving its Application and the amendment to the Agreement.

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**

**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, LLC 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 - Kristen E. ShoreName: eSigned - Rand Currier  
(Print or Type)Name: eSigned - Kristen E. Shore  
(Print or Type)Title: COO  
(Print or Type)Title: AVP- Regulatory  
(Print or Type)Date: 29 Sep 2021Date: 29 Sep 2021**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, LLC 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, LLC 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 CLEC as defined and shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

**WHEREAS**, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

**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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. For the State of California, the Parties agree to replace Sections 9.1 and 9.2 from Attachment 03 – Operations Support Systems of the Agreement with the following language. For the States of Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin, the Parties agree to replace Sections 9.1 and 9.2 from Attachment 09 – Operations Support Systems of the Agreement with the following language.

**9.0 Data Connection Security Requirements**

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

3. 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.

4. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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. 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.
8. 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**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>Carrier Legal Name (“CLEC”)</b>	<b>Contract Type</b>	<b>Last Party Signed Date</b>
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, LLC 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

**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	)	
Agreement Under the	)	Docket No. 11-SWBT-414-IAT
Telecommunications Act of 1996 With	)	
Granite Telecommunications, LLC	)	

**AFFIDAVIT OF RICHARD T. HOWELL**

STATE OF TEXAS	)	
	)	ss
COUNTY OF DALLAS	)	

On the 9th day of February 2022, 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, deposed 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 the Commission on 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 modifies certain provisions related to Operations Support Systems and/or Data Connection Security Requirements 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.
7. I have read the Application of AT&T Kansas and verify that the statements, allegations and matters contained therein are true and correct according to the best of my knowledge and belief.

  
Richard T. Howell

Subscribed and sworn to before me this 9<sup>th</sup> day of February 2022.

  
Notary Public

My Commission Expires: 7-11-2024

