



Bruce A. Ney
AVP-Senior Legal Counsel

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State Corporation Commission
of Kansas
AT&T Kansas
816 Congress Avenue
Suite 1100
Austin, Texas 78701
T: 512.457.2311
F: 512.870.3420
bruce.ney@att.com

October 30, 2020

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

Re: 06-SWBT-449-IAT – In the Matter of the 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 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 Comcast Phone of Kansas, LLC ("Comcast") approved by the Commission on November 2, 2005 in the above-captioned docket (hereinafter "the Agreement"). The supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations, is also attached.¹

This proposed amendment implements FCC Orders 19-66 and 19-72 in WC Docket No.18-141, the FCC UNE and Resale Forbearance Orders, 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. Comcast 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

¹ Mr. Howell's un-notarized Affidavit verifying the Application and Agreement is submitted pursuant to the Commission's *Order Temporarily Waiving Notary Requirement* issued April 21, 2020, in Docket No. 20-GIMX-393-MIS.

implementation of this amendment to the Agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Comcast is listed below.

Comcast Officer Name:	Additional Contact Name for Notice:
Richard Chapkis	
Deputy General Counsel	
One Comcast Center, 55 th Floor	
Philadelphia, PA 19103	
Phone: 250-286-5237	
Fax: 215-286-5039	
E-mail: richard_chapkis@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". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Richard Chapkis

**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. 06-SWBT-449-IAT
Telecommunications Act of 1996 With)	
Comcast Phone of Kansas, 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 Comcast Phone of Kansas, LLC (Comcast). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On November 2, 2005 the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and Comcast (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 implement Federal Communications Commission ("FCC") Orders 19-66 and 19-72 in WC Docket No.18-141, the FCC UNE and Resale Forbearance Orders, 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).¹

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,



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

¹ Mr. Howell's un-notarized Affidavit verifying the Application and Agreement is submitted pursuant to the Commission's *Order Temporarily Waiving Notary Requirement* issued April 21, 2020, in Docket No. 20- GIMX-393- MIS.

**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**

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

AND

COMCAST PHONE OF LOUISIANA, LLC D/B/A COMCAST DIGITAL PHONE, COMCAST PHONE OF ALABAMA, LLC, COMCAST PHONE OF ARKANSAS, LLC D/B/A COMCAST DIGITAL PHONE, COMCAST PHONE OF CALIFORNIA, LLC D/B/A COMCAST DIGITAL PHONE, COMCAST PHONE OF CENTRAL INDIANA, LLC, COMCAST PHONE OF FLORIDA,

**LLC D/B/A COMCAST DIGITAL PHONE, COMCAST PHONE OF
GEORGIA, LLC, COMCAST PHONE OF ILLINOIS, LLC D/B/A COMCAST
DIGITAL PHONE, COMCAST PHONE OF KANSAS, LLC, COMCAST
PHONE OF KENTUCKY, LLC D/B/A COMCAST DIGITAL PHONE,
COMCAST PHONE OF MICHIGAN, LLC, COMCAST PHONE OF
MISSISSIPPI, LLC, COMCAST PHONE OF MISSOURI, LLC D/B/A
COMCAST DIGITAL PHONE, COMCAST PHONE OF OHIO, LLC D/B/A
COMCAST DIGITAL PHONE, COMCAST PHONE OF SOUTH CAROLINA,
INC., COMCAST PHONE OF TENNESSEE, LLC D/B/A COMCAST
DIGITAL PHONE, COMCAST PHONE OF TEXAS, LLC, COMCAST
PHONE OF WISCONSIN, LLC D/B/A COMCAST DIGITAL PHONE**

Signature: eSigned - Katherine KirchnerSignature: eSigned - William BockelmanName: eSigned - Katherine Kirchner
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Senior Vice President Product Operations
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 30 Jul 2020Date: 31 Jul 2020

Comcast Phone of Louisiana, LLC d/b/a Comcast Digital Phone, Comcast Phone of Alabama, LLC, Comcast Phone of Arkansas, LLC d/b/a Comcast Digital Phone, Comcast Phone of California, LLC d/b/a Comcast Digital Phone, Comcast Phone of Central Indiana, LLC, Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone, Comcast Phone of Georgia, LLC, Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone, Comcast Phone of Kansas, LLC, Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone, Comcast Phone of Michigan, LLC, Comcast Phone of Mississippi, LLC, Comcast Phone of Missouri, LLC d/b/a Comcast Digital Phone, Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone, Comcast Phone of South Carolina, Inc., Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone, Comcast Phone of Texas, LLC, Comcast Phone of Wisconsin, LLC d/b/a Comcast Digital Phone

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 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, 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 and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN

State	CLEC OCN
ALABAMA	363D
ARKANSAS	502D
CALIFORNIA	7610
FLORIDA	7562

GEORGIA	7170
ILLINOIS	7607
INDIANA	930B
KANSAS	441D
KENTUCKY	364D
LOUISIANA	088E
MICHIGAN	8935
MISSISSIPPI	089E
MISSOURI	469D
OHIO	8070
SOUTH CAROLINA	4730
TENNESSEE	408D
TEXAS	8625
WISCONSIN	503D

Description	ACNA Code(s)
ACNA(s)	BPH,JCV

**AMENDMENT TO THE AGREEMENT
BETWEEN**

COMCAST PHONE OF ALABAMA, LLC; COMCAST PHONE OF ARKANSAS, LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF CALIFORNIA, LLC; COMCAST PHONE OF FLORIDA, LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF GEORGIA, LLC; COMCAST PHONE OF ILLINOIS LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF CENTRAL INDIANA, LLC; COMCAST PHONE OF KANSAS, LLC; COMCAST PHONE OF KENTUCKY, LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF LOUISIANA, LLC; COMCAST PHONE OF MICHIGAN, LLC; COMCAST PHONE OF MISSOURI, LLC; COMCAST PHONE OF MISSISSIPPI, LLC; COMCAST PHONE OF OHIO, LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF SOUTH CAROLINA, INC.; COMCAST PHONE OF TENNESSEE, LLC DBA COMCAST DIGITAL PHONE; COMCAST PHONE OF TEXAS, LLC; COMCAST PHONE OF WISCONSIN, LLC (“COMCAST”)

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 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, 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, AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN (“AT&T”)

This Amendment (the “Amendment”) amends the Agreements by and between “AT&T” and Comcast as shown in the attached Exhibit B. AT&T and Comcast are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and Comcast are parties to an Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), approved as shown in the attached Exhibit B and as subsequently amended (the “Agreements”); and

WHEREAS, the Parties have changed the name under which it is doing business for certain states and wish to reflect that name as the contracting entity in the underlying Agreement(s) as set forth herein.

WHEREAS, the Parties desire to amend the Agreements to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 (“FCC UNE and Resale Forbearance Order”); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Agreement(s) is hereby amended to reflect the name as shown in the attached Exhibit B for both Parties.
3. AT&T may reflect the Comcast name from the attached Exhibit B only for the main billing account (header card) for each of the accounts previously billed to Comcast. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement(s). Without limiting the foregoing, Comcast affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Comcast with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection 2(a) below, Comcast may no longer purchase any resale services pursuant to the rates, terms and conditions of the Agreements, including any resale tariff referred to in the Agreements, other than the rates, terms and conditions provided for in the Attachment 251(b)(1) Resale.
 - a. Resale services ordered pursuant to the Agreements on or before February 1, 2020 (“Resale Embedded Base”), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User’s existing location;
 - iii. both as of February 2, 2020.
5. Add Attachment - 251(b)(1) Resale to the Agreements.
6. As of February 2, 2020, Comcast may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to the Agreements. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. Comcast shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent Comcast fails to adhere to the above transition requirements in Section 4 by August 1, 2022, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and Comcast will be responsible for all recurring and non-recurring charges that result from action taken by AT&T:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to back bill Comcast for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T’s election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement or service available under a separate commercial agreement or an AT&T tariff or guidebook service.
7. As of January 12, 2020, Comcast may no longer order DS1/DS3 Unbundled Dedicated Transport (“DS1/DS3 UDT”), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreements between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 (“UDT Embedded Base”).
 - i. Comcast must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If Comcast fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T’s sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. Comcast shall be responsible for applicable Special Access recurring and non-recurring charges as reflected in the AT&T tariff or guidebook for such services.

- iii. AT&T reserves the right to back bill Comcast for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new DS1/DS3 UDT inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, Comcast shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
8. INTENTIONALLY LEFT BLANK.
9. 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 Agreements (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 the Agreements or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. 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.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, 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.

ATTACHMENT – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable tariff, once a retail service has been grandfathered, it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End

User, CLEC shall ensure that the End User meets all the tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreements will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in the Agreements' Operations Support Systems (OSS) and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may process orders for another carrier, as applicable.

- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities at End User premises on the AT&T-21STATE side of the Network Interface Device ("NID").
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
 - 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
 - 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
 - 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
 - 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: Where AT&T is the 911/E911 service provider, the terms and conditions for the provision of AT&T-21STATE 911 services are contained in the Agreements.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit B

AT&T ILEC (“AT&T”) Contract Name	CLEC Contract Name	New CLEC Contract Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Comcast Phone of Alabama, LLC		Interconnection	10/4/05
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Comcast Phone of Arkansas, LLC d/b/a Comcast Digital Phone		Interconnection	3/14/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Comcast Phone of California, LLC	Comcast Phone of California, LLC d/b/a Comcast Digital Phone	Interconnection	10/26/05
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone		Interconnection	1/8/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Comcast Phone of Georgia, LLC		Interconnection	11/10/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone		Interconnection	4/21/04
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Comcast Phone of Central Indiana, LLC		Interconnection	10/29/09
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Comcast Phone of Kansas, LLC		Interconnection	11/2/05
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone		Interconnection	9/27/05
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Comcast Phone of Louisiana, LLC	Comcast Phone of Louisiana, LLC d/b/a Comcast Digital Phone	Interconnection	7/1/06

AT&T ILEC (“AT&T”) Contract Name	CLEC Contract Name	New CLEC Contract Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Comcast Phone of Michigan, LLC		Interconnection	7/10/02
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Comcast Phone of Missouri, LLC	Comcast Phone of Missouri, LLC d/b/a Comcast Digital Phone	Interconnection	9/14/05
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Comcast Phone of Mississippi, LLC		Interconnection	8/29/06
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone		Interconnection	2/23/10
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Comcast Phone of South Carolina, Inc.		Interconnection	12/6/05
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone		Interconnection	11/21/05
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Comcast Phone of Texas, LLC		Interconnection	9/13/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Comcast Phone of Wisconsin, LLC	Comcast Phone of Wisconsin, LLC d/b/a Comcast Digital Phone	Interconnection	2/26/09

**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)
Telecommunications Act of 1996 With)
Comcast Phone of Kansas, LLC)
Docket No. 06-SWBT-449-IAT

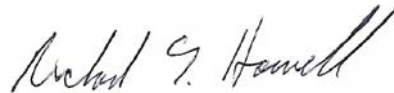
AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 30th day of October 2020, 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 Comcast Phone of Kansas, LLC that was approved by the Commission on November 2, 2005 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment implements FCC Orders 19-66 and 19-72 in WC Docket 18-141, the FCC UNE and Resale Forbearance Orders, 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 ____ day of October 2020.

Notary Public

My Commission Expires: