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January 20, 2015

Ms. Shari Feist Albrecht, Chair  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 11-SWBT-413-IAT – Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Broadview Networks, Inc.

Dear Ms. Feist Albrecht:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Broadview Networks, Inc. ("Broadview Networks, Inc.") on December 30, 2010 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification replaces the notices section in the current Agreement. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Broadview Networks, Inc. is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

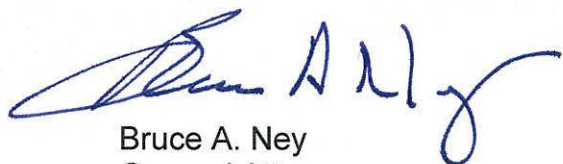
Contact information for Broadview Networks, Inc. is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Rebecca Sommi	Steve Bogdan
Senior VP Operations Support	Director, Regulatory and Compliance
1018 West 9 <sup>th</sup> Avenue	1018 West 9 <sup>th</sup> Avenue
King of Prussia, PA 19046	King of Prussia, PA 19046

Phone: 610-755-4872	610-755-4877
Fax: 267-537-0064	267-537-0074
E-mail: rsommi@broadviewnet.com	sbogdan@broadviewnet.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 the first name "Bruce" written in a stylized script and the last name "Ney" in a more legible, though still cursive, font.

Bruce A. Ney  
General Attorney

Attachments

cc: Rebeca Sommi  
Steve Bogdan

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

Application of Southwestern Bell	)	
Telephone Company for Approval	)	
of Interconnection Agreement	)	Docket No. 11-SWBT-413-IAT
Under the Telecommunications Act	)	
of 1996 With Broadview Networks, Inc.	)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Broadview Networks, Inc. and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on November 29, 2010 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on December 30, 2010. This modification replaces the notices section in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

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

## **III. STANDARD FOR REVIEW**

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 . . .

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 Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.



BRUCE A. NEY (#15554)  
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(785) 276-1948 (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**

**BROADVIEW NETWORKS, INC.**

## 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, NEVADA BELL TELEPHONE  
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T OKLAHOMA,  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BROADVIEW NETWORKS, INC.



Signature: eSigned - Rebecca H. SommiSignature: eSigned - William A. BockelmanName: eSigned - Rebecca H. Sommi  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: Sr. VP Operations Support  
(Print or Type)Title: Director  
(Print or Type)Date: 04 Dec 2014Date: 04 Dec 2014

Broadview Networks, Inc.

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, Nevada Bell Telephone Company d/b/a  
AT&T NEVADA and AT&T Wholesale, Southwestern  
Bell Telephone Company d/b/a AT&T ARKANSAS,  
AT&T KANSAS, AT&T MISSOURI and AT&T  
OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T  
WISCONSIN by AT&T Services, Inc., its authorized  
agent



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
BROADVIEW NETWORKS, INC.  
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, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T OKLAHOMA AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and 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, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T OKLAHOMA AND Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Broadview Networks, Inc. ("CLEC"). 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 an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated November 19, 2010 and as subsequently amended (the "Agreement"); 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, and Exhibit A and Exhibit B Pricing Sheet(s) immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace Section 6.2.7 Intercarrier Compensation for Wholesale Local Switching in Attachment 2 of the Agreement with the terms in Exhibit A attached hereto.
3. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in AT&T SOUTHEAST REGION 9-STATE as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
4. The Parties agree to replace Section 20.0 of the General Terms and Conditions to the Agreement with the following language:

**20.0 Notices**

- 20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
  - 20.1.2 delivered by facsimile provided CARRIER and/or AT&T-21STATE has provided such information in Section 20.3 below.
  - 20.1.3 delivered by electronic mail (email) provided CARRIER and/or AT&T-21STATE has provided such information in Section 20.3 below.

## 20.2 Notices will be deemed given as of the earliest of:

- 20.2.1 the date of actual receipt;
- 20.2.2 the next Business Day when sent via express delivery service;
- 20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CARRIER by AT&T-21STATE.

## 20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Rebecca H. Sommi Sr. VP Operations Support
STREET ADDRESS	1018 W. 9th Avenue
CITY, STATE, ZIP CODE	King of Prussia, PA 19406
PHONE NUMBER*	(610) 755-4872
FACSIMILE NUMBER	(267) 537-0064
EMAIL ADDRESS	rsommi@broadviewnet.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.5 In addition, CARRIER agrees that it is responsible for providing AT&T-21STATE with CARRIER's OCN and ACNA numbers for the States in which CARRIER is authorized to do business and in which CARRIER is requesting that this Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 20. notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.

- 20.5.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.
- 20.5.2 CARRIER may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.
- 20.6 AT&T-21STATE communicates official information to CARRIERS via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 20.7 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

## 6.2.7 Inter-carrier Compensation for Wholesale Local Switching Traffic

- 6.2.7.1 Where CLEC purchases local switching from AT&T-21STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-21STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 6.2.7.2 The following inter-carrier compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLEC when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:
- 6.2.7.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 6.2.7.2.2 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T-12STATE End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic, set forth in the Pricing Schedules.
- 6.2.7.3 The following inter-carrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
- 6.2.7.3.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of inter-carrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
- 6.2.7.3.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
- 6.2.7.3.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 6.2.7.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
- 6.2.7.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 6.2.7.3.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, inter-carrier compensation shall apply as follows:
- 6.2.7.3.3.1 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End

User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.

- 6.2.7.3.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
- 6.2.7.3.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
  - 6.2.7.3.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
  - 6.2.7.3.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 6.2.7.3.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
  - 6.2.7.3.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 6.2.7.3.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:

- 6.2.7.3.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
- 6.2.7.3.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 6.2.7.3.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell            )  
Telephone Company for Approval            )  
of Interconnection Agreement            ) Docket No. 11-SWBT-413-IAT  
Under the Telecommunications Act           )  
of 1996 With Broadview Networks, Inc.    )

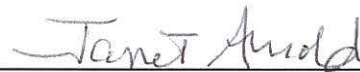
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS            )  
                                      )  
COUNTY OF SHAWNEE        )            ss

Before me, the Undersigned Authority, on the 20th day of January, 2015, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath depose and said the following:

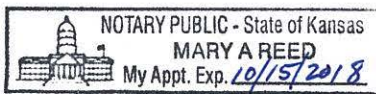
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Broadview Networks, Inc. that was approved by the Commission on December 30, 2010 and the proposed modification to that Agreement.
2. This modification replaces the notices section in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.



Janet Arnold

Subscribed and sworn to before me this 20th day of January, 2015.





Notary Public

My Commission Expires: October 15, 2018