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December 5, 2013

Ms. Kim Christiansen, Executive Director
 Kansas Corporation Commission
 1500 SW Arrowhead Road
 Topeka, Kansas 66604-4027

Received on

DEC 05 2013

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

by
 State Corporation Commission
 of Kansas

Dear Ms. Christiansen:

Enclosed for filing with the Commission are an original and two (2) copies of an 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 DIECA Communications, Inc. d/b/a Covad Communications ("Covad") on December 13, 2006 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification changes Covad's name to MegaPath Corporation as a party to the 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. MegaPath Corporation is registered as active and in good standing with the Kansas Secretary of State's office.

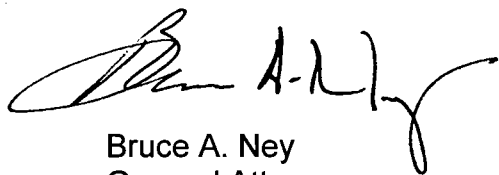
AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the 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 MegaPath Corporation is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Katherine K. Mudge	
Vice President-Regulatory Affairs & Litigation	
1835-B Kramer Lane, Suite 100	
Austin, TX 78758	
Phone: 512-794-6197	
E-mail: Katherine.mudge@megapath.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 a long horizontal stroke extending to the right.

Bruce A. Ney
General Attorney

Enclosures

cc: Mr. Robert A. Fox (transmittal letter only)
Ms. Katherine Mudge

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

Received
on

DEC 05 2013

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

by
State Corporation Commission
of Kansas

**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 DIECA Communications, Inc. d/b/a Covad Communications ("Covad") 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 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 changes Covad's name to MegaPath Corporation as a party to the 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 . . .

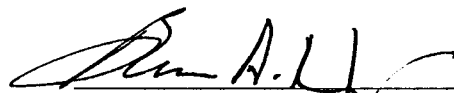
The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

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.



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Topeka, Kansas 66603-3596
(785) 276-8413
(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

MEGAPATH CORPORATION

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS

AND

MEGAPATH CORPORATION

Signature: eSigned - Katherine K. Mudge

Signature: eSigned - William A. Bockelman

Name: eSigned - Katherine K. Mudge
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Vice President-Regulatory Affairs & Litigation
(Print or Type)

Title: Director
(Print or Type)

Date: 20 Nov 2013

Date: 21 Nov 2013

MegaPath Corporation

Southwestern Bell Telephone Company d/b/a AT&T
KANSAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
KANSAS	---	2995

Description	ACNA Code(s)
ACNA(s)	OVC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS
AND
MEGAPATH CORPORATION**

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T KANSAS ("AT&T KANSAS") and MegaPath Corporation (f/k/a DIECA Communications, Inc. d/b/a Covad Communications Company), is hereby amended as follows.

WHEREAS, AT&T KANSAS and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad Communications") are the parties to that certain "Interconnection Agreement" approved as of December 13, 2006 (the "Agreement"); and

WHEREAS, Covad Communications has changed its name to "MegaPath Corporation", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T KANSAS and MegaPath hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "DIECA Communications, Inc. d/b/a Covad Communications Company" to "MegaPath Corporation."
2. AT&T KANSAS shall reflect that name change from "DIECA Communications, Inc. d/b/a Covad Communications Company" to "MegaPath Corporation" only for the main billing account (header card) for each of the accounts previously billed to Covad Communications. AT&T KANSAS shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T KANSAS's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, MegaPath affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Covad Communications with AT&T KANSAS for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, MegaPath shall operate with AT&T KANSAS under the "MegaPath Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under MegaPath, and labeling (including re-labeling) equipment and facilities with MegaPath. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-22STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-22STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. The Parties agree to replace the language in Section 15.0 Notices with the following:
 - 15.0 Notices
 - 15.1 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:

- 15.1.1 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.
- 15.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 15.3 below.
- 15.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 15.3 below.
- 15.2 Notices will be deemed given as of the earliest of:
 - 15.2.1 the date of actual receipt;
 - 15.2.2 the next Business Day when sent via express delivery service;
 - 15.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 15.2.4 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.
 - 15.2.5 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 CLEC by AT&T-22STATE.
- 15.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Katherine K. Mudge Vice President – Regulatory Affairs & Litigation
STREET ADDRESS	1835-B Kramer Lane, Suite 100
CITY, STATE, ZIP CODE	Austin, TX 78758
PHONE NUMBER*	512.794.6197
FACSIMILE NUMBER	512.794.6006
EMAIL ADDRESS	Katherine.mudge@megapath.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) 464-2006
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.

- 15.4 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 15. 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.

- 15.5 AT&T-22STATE communicates official information to CLECs 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.
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. 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.
 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 ("Effective Date").

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

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

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 5th day of December, 2013, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath, deposed and said the following:

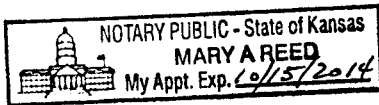
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and DIECA Communications, Inc. d/b/a Covad Communications ("Covad") which was approved by the Commission on December 13, 2006 and the proposed modification to that Agreement.
2. This modification changes Covad's name to MegaPath Corporation as a party to the 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

Janet Arnold

Subscribed and sworn to before me this 5th day of December, 2013.



Mary A Reed

Notary Public

My Commission Expires: *October 15, 2014*