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January 3, 2007

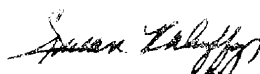
Ms. Susan K. Duffy, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

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

JAN 03 2007

Dear Ms. Duffy:

 Docket Room

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

This modification amends the Agreement to add the generic Coordinated Hot Cut appendix to DIECA's existing agreement. The Agreement, with this modification, and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. This amendment has not been previously approved by the Commission. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. AT&T files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. DIECA is in good standing with the Kansas Secretary of State's office.

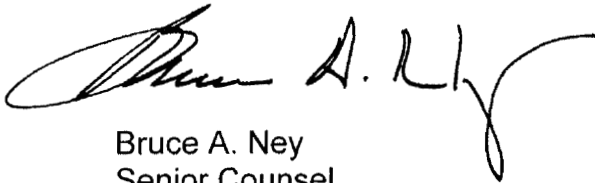
AT&T represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T specifically requests that the Commission refrain from taking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

Contact information for DIECA is listed below.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

Bruce A. Ney
Senior Counsel

Enclosures

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

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

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the)
Telecommunications Act of 1996 With)
DIECA Communications, Inc. d/b/a)
Covad Communications Company)

STATE CORPORATION COMMISSION

Docket No. 07-SWBT-574-IAT

JAN 03 2007

 Docket
Room

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

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

I. INTRODUCTION

AT&T presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on December 6, 2006 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on December 13, 2006. This modification amends the Agreement to add the generic Coordinated Hot Cut Appendix to DIECA's existing Interconnection Agreement with negotiated ROR language. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement, is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

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

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

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

- (1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **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 . . .

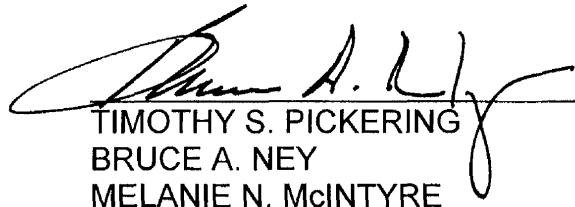
The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

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


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

220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785) 276-8413
(785) 276-1948 (Facsimile)
Attorneys for Southwestern Bell Telephone, L.P.,
d/b/a AT&T Kansas

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a

AT&T KANSAS

and

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

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T KANSAS
AND
DIECA COMMUNICATIONS, INC. DBA COVAD COMMUNICATIONS COMPANY**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Kansas ("AT&T Kansas") and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC") is hereby amended as follows:

(1) Add Appendix Coordinated Hot Cut and Time and Materials Pricing Schedule which are attached hereto and is incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

The Parties are currently negotiating contract language that addresses SBC ILEC's obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements, if any, in light of the current lawful and effective FCC rules and associated FCC and judicial orders. By executing this contract amendment, neither Party waives any of its rights with regards to SBC ILEC's obligations to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements in light of the current lawful and effective FCC rules and associated FCC and judicial orders.

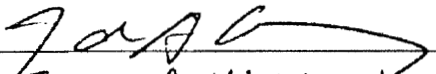
(5) This Amendment shall be filed with and is subject to approval by the Kansas Corporation Commission and shall become effective ten (10) days following approval by such Commission.

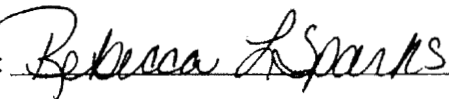
¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Kansas as "AT&T Kansas."

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 13th day of December, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T kansas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

DIECA Communications, Inc. db/a
Covad Communications Company

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas
by AT&T Operations, Inc., its authorized agent

By: 
Printed: James A. Kirkland
Title: SVP, Strategic Dev & GC
(Print or Type)
Date: 12/6/06

By: 
Printed: Rebecca L. Sparks
Title: Executive Director-Regulatory
Date: 12-13-06

FACILITIES-BASED OCN # 2995

ACNA OVC

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 "**Conversion of Service**" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 "**Designated Installation**" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **AT&T-13STATE**.
- 2.3 **AT&T-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

- 2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

¹ AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring Lawful UNE rates.

AT&T KANSAS

UNE SCHEDULE OF PRICES SEPTEMBER 7, 2005

UNE/Service	MONTHLY RATE KANSAS	USOCs	Nonrecurring Rate First Kansas	Nonrecurring Rate Additional Kansas
Time and Materials Charges				
Basic Time - per half hour	None	ALK, ALT, ALH	\$ 46.76	\$ 29.97
Overtime - per half hour	None	ALK, ALT, ALH	\$ 58.35	\$ 37.70
Premium Time - per half hour	None	ALK, ALT, ALH	\$ 69.94	\$ 45.42

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 07-SWBT-574-IAT
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DIECA Communications, Inc.)
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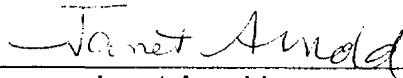
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 3rd day of January, 2007, personally appeared Janet Arnold of Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas ("AT&T") who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Issues for AT&T, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") which was approved by the Commission on December 13, 2006.
2. This modification amends the Agreement to add the generic Coordinated Hot Cut appendix to DIECA's existing Interconnection Agreement with negotiated ROR language.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.
5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated provider in negotiating a similar agreement.


6. The negotiated and executed modification to the Agreement is consistent with Kansas law.



Janet Arnold

Subscribed and sworn to before me this 3rd day of January, 2007.





Notary Public

My Commission Expires: *January 26, 2007*