





AT&T Kansas rporation Commission 816 Congress Avenue sas Suite 1100 Austin, Texas 78701

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March 11, 2022

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

Re: Docket No. 09-SWBT-609-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With HCI Telcom, Inc.

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 HCI Telcom, Inc. ("HCI") approved by the Commission on April 29, 2009 in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Sally A. Briar, Area Manager-Regulatory Relations.

This proposed amendment implements FCC Order 20-152 in WC Docket No. 19-308, the FCC UNE Relief Order, 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.

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

## Contact information for HCI is listed below.

HCI Officer Name:	Additional Contact Name for Notice:
Daniel P. Friesen	
President	
102 N. Main, P.O. Box 258	
Buhler, KS 67522	
Phone: 316-616-6752	
Fax: 866-459-2829	
E-mail: daniel@ideatek.com	

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

Sincerely,

Bruce A. Ney

AVP - Senior Legal Counsel

Attachments

cc: Daniel P. Friesen

# 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	) D. L. A. L. CO. CAMPT. CO. LAT.
Agreement Under the	Docket No. 09-SWBT-609-IAT
Telecommunications Act of 1996 With	\ \
HCI Telcom, Inc.	
•	)

# 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 HCI Telcom, Inc. ("HCI"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

#### I. BACKGROUND

1. On April 29, 2009, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and HCI (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 implements FCC Order 20-152 in WC Docket No. 19-308, the FCC UNE Relief Order, 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) GROUNDS 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 Sally A. Briar, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

### IV. KANSAS LAW

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

### V. CONCLUSION

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

Respectfully submitted,

**BRUCE A. NEY** 

(#15554)

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Austin, Texas 78701

(512) 457-2311

(512) 870-3420 (Facsimile)

Attorney for Southwestern Bell Telephone Company d/b/a AT&T Kansas

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

by and between

# SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a

**AT&T KANSAS** 

and

HCI TELCOM, INC.

Contract Id: 2447088

Signature Page/AT&T-21STATE Page 1 of 2 HCI Telcom Inc.

Version: 4Q15 – 10/20/15

# **AMENDMENT**

# **BETWEEN**

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

**AND** 

**HCI TELCOM INC.** 



Contract Id: 2447088

Signature Page/AT&T-21STATE Page 2 of 2 HCI Telcom Inc. Version: 4Q15 – 10/20/15

· · · · · · · · · · · · · · · · · · ·		stern Bell Telephone Company d/b/a AT&T by AT&T Services, Inc., its authorized agent	
Date:	15 Feb 2022	Date:	16 Feb 2022
Title:	CIO & Managing Partner (Print or Type)	Title:	AVP- Regulatory (Print or Type)
Name:	eSigned - Daniel P. Friesen (Print or Type)	Name:	eSigned - Kristen E. Shore (Print or Type)
Signature: _	eSigned - Daniel P. Friesen	Signature: _	eSigned - Kristen E. Shore

# AMENDMENT TO THE AGREEMENT BETWEEN HCI TELCOM INC. AND

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

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T KANSAS ("AT&T") and HCI Telcom 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"), signed 1/19/2009 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); 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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
- 2. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
  - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to a digital 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 backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 2 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025. AT&T may back bill CLEC for the 12 months prior to the month in which it provides notice to CLEC that it identified a non-compliant circuit and for any additional months the circuit remains non-compliant until AT&T and or CLEC correct the non-compliance.
  - c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
  - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.
- 3. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in

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Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
  - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
  - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
  - iii. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 3 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024. AT&T may back bill CLEC for the 12 months prior to the month in which it provides notice to CLEC that it identified a non-compliant circuit and for any additional months the circuit remains non-compliant until AT&T and or CLEC correct the non-compliance.
- c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
- 4. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
  - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iii. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 4 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024. AT&T may back bill CLEC for the 12 months prior to the month in which it provides notice to CLEC that it identified a non-compliant circuit and for any additional months the circuit remains non-compliant until AT&T and or CLEC correct the non-compliance.
  - c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
- 5. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert

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the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and nonrecurring charges:
  - convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
  - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
  - iii. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 5 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029. AT&T may back bill CLEC for the 12 months prior to the month in which it provides notice to CLEC that it identified a non-compliant circuit and for any additional months the circuit remains non-compliant until AT&T and or CLEC correct the non-compliance.
- c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
- 6. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
- 7. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.
- 8. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
- 9. Intentionally Left Blank.
- 10. 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.
- 11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 13. 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.
- 14. For Kansas: 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.

### 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
10	UNBUNDLED EXCHANGE ACCESS	2-Wile Alialog Loop - Zolle i (Kulai)		021	- '
KS	LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
	UNBUNDLED EXCHANGE ACCESS	(22227)			
KS	LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
	UNBUNDLED EXCHANGE ACCESS				
KS	LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
140	UNBUNDLED EXCHANGE ACCESS	7 0/01 1		11411	
KS	LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
NO.	UNBUNDLED EXCHANGE ACCESS	4-Wife Affalog Loop - Zoffe 3 (Ofball)		υ4Π	
KS	LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
110	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Loop Cross Connect to Collocation		00/102	_
KS	LOOP	(without testing)		UCXD2	
	UNBUNDLED EXCHANGE ACCESS	, or			
KS	LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Loop Cross Connect to Collocation			
KS	LOOP	(without testing)		UCXD4	
		DT-DS1 Interoffice Transport, First Mile - Zone 1			
KS	UNBUNDLED DEDICATED TRANSPORT	(Rural)		ULNHS	1
		DT-DS1 Interoffice Transport, First Mile - Zone 2			
KS	UNBUNDLED DEDICATED TRANSPORT	(Suburban)		ULNHS	2
		DT-DS1 Interoffice Transport, First Mile - Zone 3			
KS	UNBUNDLED DEDICATED TRANSPORT	(Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
		DT-DS1 Interoffice Transport, Each Additional Mile -			
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 1 (Rural)		ULNHS	1
		DT-DS1 Interoffice Transport, Each Additional Mile -			_
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 2 (Suburban)		ULNHS	2

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### PRICING SHEETS

		DT-DS1 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 3 (Urban)	ULNHS	3
		DT-DS1 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Interzone	ULNHS	1
		DT-DS3 Interoffice Transport, First Mile - Zone 1		
KS	UNBUNDLED DEDICATED TRANSPORT	(Rural)	ULNJS	1
		DT-DS3 Interoffice Transport, First Mile - Zone 2		
KS	UNBUNDLED DEDICATED TRANSPORT	(Suburban)	ULNJS	2
		DT-DS3 Interoffice Transport, First Mile - Zone 3		
KS	UNBUNDLED DEDICATED TRANSPORT	(Urban)	ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	1
		DT-DS3 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 1 (Rural)	ULNJS	1
		DT-DS3 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 2 (Suburban)	ULNJS	2
		DT-DS3 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Zone 3 (Urban)	ULNJS	3
		DT-DS3 Interoffice Transport, Each Additional Mile -		
KS	UNBUNDLED DEDICATED TRANSPORT	Interzone	ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation	UCXJX	
140	LINE INDIAN ED DEDIGATED TO ASSOCIA	DOLL NO MILL :		
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing	UM4BX	
140	LINDUNDUED DEDICATED TRANSPORT	DOO to DOO Multiplanting	LINAAAV	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing	UM4AX	
L/C	LINDLINDLED DEDICATED TRANSPORT	2 wire Analog Lean Cross Connect to DOA Mathed 4	LIVDAA	4
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1	UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2 wire Analog Lean Cross Connect to DOA Mathed 2	UXRA2	2
_ no	UNDUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2	UXRAZ	
KS	LINBLINDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3	UXRA3	3
NΟ	ONDONDLED DEDICATED TRANSPORT	2-wire Arialog Loop Gross Connect to POA - iviethod 3	UARA3	ა

# 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 HCI Telcom, Inc.	) ) ) ) Docket No. 09-SWBT-609-IAT )
AFFIDAVIT C	OF SALLY A. BRIAR

STATE OF TEXAS	)	
	)	SS
COUNTY OF DALLAS	)	

On the 11th day of March 2022, Sally A. Briar 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:

- My name is Sally A. Briar. I am over the age of 21, 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 HCl Telcom, Inc. that was approved by the Commission on April 29, 2009 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
- This amendment implements FCC Order 20-152 in WC Docket No. 19-308, the FCC UNE Relief Order, in the current Agreement.
- There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.
- The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.

- This amendment to the Agreement does not discriminate against any 5. telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
- The negotiated and executed amendment to the Agreement is consistent 6. with Kansas law.
- I have read the Application of AT&T Kansas and verify that the 7. statements, allegations and matters contained therein are true and correct according to the best of my knowledge and belief.

Subscribed and sworn to before me this \_\_\_\_ day of March 2022.

My Commission Expires:

My Commission Expires May 5, 2025

