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May 2, 2014

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

Re: Docket No. 11-SWBT-860-IAT – Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With WiMac Tel, Inc.

Dear Ms. Christiansen:

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 WiMac Tel, Inc. (WiMac) on September 9, 2011 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification adds a transit traffic service attachment and replaces the notice provisions 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. WiMac 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.

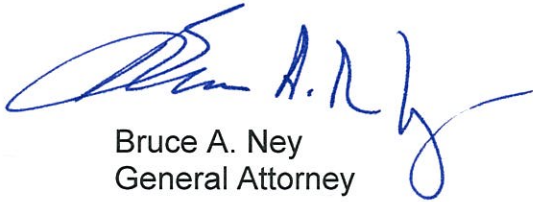
Contact information for WiMac is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
John Wilson	
Chief Technology Officer	
Unit N 7003 – 5 <sup>th</sup> Street SE	
Calgary, Alberta, Canada T2H-2G2	
Phone: 403-851-1229	

Fax: 403-398-0759	
E-mail: <a href="mailto:jwilson@wimactel.com">jwilson@wimactel.com</a>	

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", with a stylized flourish extending to the right.

Bruce A. Ney  
General Attorney

Attachments

cc: John Wilson

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

Application of Southwestern Bell	)	
Telephone Company for Approval	)	
of Interconnection Agreement Under	)	Docket No. 11-SWBT-860-IAT
the Telecommunications Act of 1996	)	
With WiMac Tel, 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 WiMac Tel, 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 June 14, 2011 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on September 9, 2011. This modification adds a transit traffic service attachment and replaces the notice provisions 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) 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 . . .

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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Company d/b/a AT&T Kansas

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell )  
Telephone Company for Approval )  
of Interconnection Agreement Under ) Docket No. 11-SWBT-860-IAT  
the Telecommunications Act of 1996 )  
With WiMac Tel, Inc. )

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

Before me, the Undersigned Authority, on the 2nd day of May, 2014, 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 WiMac Tel, Inc. that was approved by the Commission on September 9, 2011 and the proposed modification to that Agreement.
2. This modification adds a transit traffic service attachment and replaces the notice provisions 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 2nd day of May, 2014.



  
Notary Public

My Commission Expires: *October 15, 2014*



**ATTACHMENT I**

**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**

**WIMAC TEL, INC.**



## AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T  
INDIANA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
ARKANSAS AND AT&T KANSAS

## AND

WIMACTEL, INC.

Signature: eSigned - John WilsonSignature: eSigned - Kristen E. ShoreName: eSigned - John Wilson  
(Print or Type)Name: eSigned - Kristen E. Shore  
(Print or Type)Title: Chief Technology Officer  
(Print or Type)Title: Director  
(Print or Type)Date: 25 Apr 2014Date: 28 Apr 2014

WiMacTel, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS and AT&T KANSAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
WIMACTEL, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY, INDIANA BELL  
TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, SOUTHWESTERN BELL  
TELEPHONE COMPANY D/B/A AT&T ARKANSAS AND AT&T KANSAS**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS and AT&T KANSAS ("AT&T") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T KENTUCKY, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA and Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS and AT&T KANSAS) and WiMacTel, 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 in 1996 (the "Act"), dated May 18, 2011 and as subsequently amended (the "Agreement");

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and certain Schedules, Exhibits and Pricing Sheets 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 that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the State(s) of Arkansas, Indiana, Kansas and Kentucky.
3. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
4. The Parties agree to add Sections 20.1.3 and 20.2.5:
  - 20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 20.3 below.
  - 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 CLEC by AT&T-22STATE.
5. The Parties agree to replace Section 20.3, 20.4 and 20.5 with the following:
  - 20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	John Wilson Chief Technology Officer
STREET ADDRESS	Unit N 7003 - 5th Street SE
CITY, STATE, ZIP CODE	Calgary, Alberta, Canada T2H 2G2
PHONE NUMBER*	(403) 851-1229
FACSIMILE NUMBER	(403) 398-0759

EMAIL ADDRESS	jwilson@wimactel.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.

- 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 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
  7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  8. 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.
  9. For Indiana, Kansas and Kentucky: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) calendar days following approval by such Commission ("Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Effective Date").

# **AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A**

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## 1.0 Introduction

- 1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when **AT&T ARKANSAS, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA**, and/or **AT&T TEXAS** acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

## 2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

- 2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, **AT&T ARKANSAS, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA**, and/or **AT&T TEXAS** as those entities provide Transit Traffic Services to CLEC and Third Parties.
- 2.2 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXC's.
- 2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

## 3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.



#### **4.0 CLEC Originated Traffic**

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

#### **5.0 CLEC Terminated Traffic**

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

#### **6.0 Transit Traffic Routing/Trunk Groups**

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch

subtends.

6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

6.4 In **AT&T ARKANSAS, AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA**, and/or **AT&T TEXAS**, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

6.5 In **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA**, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

## **7.0 Direct Trunking Requirements.**

7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

## **8.0 Transit Traffic Rate Application**

8.1 **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA**, and/or, **AT&T OHIO** only,

8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA**, and/or **AT&T OHIO**, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate **AT&T CALIFORNIA, AT&T CONNECTICUT, AT&T INDIANA** and/or **AT&T OHIO** as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.2 **AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA**, and/or **AT&T TEXAS** only

8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For **AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA** and/or **AT&T TEXAS**, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate **AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA** and/or **AT&T TEXAS** as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.3 **AT&T MISSOURI** only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **AT&T MISSOURI**.

8.4 **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** only

8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

PRICING SHEETS  
TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	KS	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	\$0.001027	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	\$0.000981	NA	NA	per minute of use
2	KS	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	\$0.000953	NA	NA	per minute of use