



Janet Arnold  
Manager-Regulatory Relations

AT&T Services, Inc.  
220 SE 6<sup>th</sup> Ave  
Room 505  
Topeka, KS 66603  
785.276.6863 Office  
[janet.arnold.1@att.com](mailto:janet.arnold.1@att.com)

September 9, 2014

RECEIVED

SEP 16 2014

PUBLIC SERVICE  
COMMISSION

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Commercial Amendment Placed on File at the Commission

Dear Mr. Derouen:

Please find enclosed an electronic receipt notification for the following:

- 1) The Amendment to remove transit traffic service and replace the notices section in the commercial agreement between AT&T Kentucky and Cincinnati Bell Any Distance Inc.

This document was filed with the Commission on September 8, 2014.

Pursuant to the Commission's Order issued on December 12, 2007, in *In re: Petition to Establish Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*, Case No. 2004-00427, this filing is being solely made pursuant to the Commission's Order and is not a request by AT&T Kentucky for approval of the commercial agreements and amendments by this Commission. AT&T Kentucky specifically reserves all rights and maintains its position that this Commission has no authority over such agreements. This filing should not be viewed as constituting a waiver of that position.

Sincerely,

Enclosure

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY  
AND AT&T NORTH CAROLINA, SOUTHWESTERN BELL TELEPHONE  
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS AND AT&T  
MISSOURI**

**AND**

**CINCINNATI BELL ANY DISTANCE INC.**



Signature: eSigned - Ted Heckmann

Signature: eSigned - William A. Bockelman

Name: eSigned - Ted Heckmann  
 (Print or Type)

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

Managing Director-Regulatory & Government Affairs

Title: \_\_\_\_\_  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 03 Sep 2014

Date: 03 Sep 2014

Cincinnati Bell Any Distance Inc.

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

State	Resale OCN	ULEC OCN	CLEC OCN
KENTUCKY	739E	973F	593F
MISSOURI	739E	096G	095G

Description	ACNA Code(s)
ACNA(s)	CBD

**AMENDMENT  
TO THE  
COMMERCIAL AGREEMENT  
BETWEEN  
CINCINNATI BELL ANY DISTANCE, INC.**

**AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA, AT&T TENNESSEE, MICHIGAN BELL TELEPHONE COMPANY D/B/A  
AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T  
WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL  
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE  
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AT&T  
TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between Cincinnati Bell Any Distance Inc. (referred to as "CLEC"), and BellSouth Telecommunications, LLC d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, CLEC and AT&T are Parties to certain Commercial Agreement pursuant to which AT&T provides Transit Traffic Service ("Transit Traffic Service Agreement") effective May 12, 2010 and as subsequently amended (the "Agreement"); and

**NOW, THEREFORE**, AT&T and CLEC agree to amend the Commercial Transit Traffic Service Agreement as follows:

1. This Amendment removes the following state(s) from the CLEC's Terms and Conditions as well as the Appendix Pricing for the purchase of Transit Traffic Service in the States of Arkansas, Kansas, Kentucky, Missouri and North Carolina. AT&T will provide Transit Traffic Service under the terms of the Interconnection Agreement between CLEC and AT&T under Sections 251 and 252 of the Communications Act of 1996 ("Interconnection Agreement") subject to Section 2 below.
2. This Transit Traffic Service Agreement for Arkansas, Kansas, Kentucky, Missouri and North Carolina shall terminate on the date the transit rates go into effect pursuant to the approval by the Commission(s) of the applicable transit traffic amendment to the Interconnection Agreement.
3. The Parties agree to replace Section 18 from the General Terms and Conditions from the Agreement with the following language:

**18.0 Notices**

18.1 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:

18.1.1 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.

18.1.2 delivered by facsimile provided CLEC and/or AT&T has provided such information in Section 18.3 below.

- 18.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T has provided such information in Section 18.3 below.
- 18.2 Notices will be deemed given as of the earliest of:
  - 18.2.1 the date of actual receipt;
  - 18.2.2 the next Business Day when sent via express delivery service;
  - 18.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
  - 18.2.4 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.
  - 18.2.5 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.
- 18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	D. Scott Ringo, Asst. Corp. Sec. and National Director – Regulatory Affairs
STREET ADDRESS	221 E 4th Street, Room 1280
CITY, STATE, ZIP CODE	Cincinnati, OH 45201
PHONE NUMBER*	(513) 397-1354
FACSIMILE NUMBER	(513) 421-1367
EMAIL ADDRESS	scott.ringo@cinbell.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 18th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-712-5792
EMAIL ADDRESS	The current email address as provided on AT&T’s CLEC Online website.

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

- 18.4 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. 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.
- 18.5 AT&T 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.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
5. The effective date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment.
6. AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.