



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)

July 1, 2014

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

RECEIVED

JUL 28 2014

PUBLIC SERVICE  
COMMISSION

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 update the notices section in the commercial agreement between AT&T Kentucky and Wholesale Carrier Services, Inc.

This document was filed with the Commission on July 1, 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,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T  
INDIANA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
OKLAHOMA**

**AND**

**WHOLESALE CARRIER SERVICES, INC.**



Signature: eSigned - Chris S. Barton

Signature: eSigned - William A. Bockelman

Name: eSigned - Chris S. Barton  
 (Print or Type)

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

Title: President and CEO  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 27 Jun 2014

Date: 27 Jun 2014

Wholesale Carrier Services, 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 OKLAHOMA by AT&T Services, Inc., its authorized agent

State	ULEC OCN
INDIANA	046F
KENTUCKY	309F
OKLAHOMA	930G

Description	ACNA Code(s)
ACNA(s)	WCF

**AMENDMENT  
TO THE  
COMMERCIAL AGREEMENT  
BETWEEN  
WHOLESALE CARRIER SERVICES, 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 OKLAHOMA**

This Amendment to the Commercial Agreement ("Amendment") is entered into by and between Wholesale Carrier Services, Inc. (referred to as "CARRIER"), 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 OKLAHOMA ("AT&T"). AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, CARRIER and AT&T are Parties to certain Commercial Agreement pursuant to which AT&T provides Transit Traffic Service ("Transit Traffic Service Agreement") dated August 20, 2013 and as subsequently amended (the "Agreement"); and

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. This Amendment removes the following state(s) from the CARRIER's Terms and Conditions as well as the Appendix Pricing for the purchase of Transit Traffic Service in the state(s) of Indiana, Kentucky and Oklahoma. AT&T will provide Transit Traffic Service under the terms of the Interconnection Agreement between CARRIER and AT&T under Sections 251 and 252 of the Communications Act of 1996 ("Interconnection Agreement") subject to Section 3 below.
3. This Transit Traffic Service Agreement for Indiana, Kentucky and Oklahoma 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.
4. The Parties agree to add Sections 18.1.3 and 18.2.5:
  - 18.1.3 delivered by electronic mail (email) provided CARRIER and/or AT&T-18STATE has provided such information in Section 18.3 below.
  - 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 CARRIER by AT&T-18STATE.
5. The Parties agree to replace Section 18.3 with the following:
  - 18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Chris S. Barton President and CEO
STREET ADDRESS	5471 North University Drive
CITY, STATE, ZIP CODE	Coral Springs, FL 33446
PHONE NUMBER*	(954) 227-1700
FACSIMILE NUMBER	(954) 905-4277

EMAIL ADDRESS	cbarton@wcs.com
<b>AT&amp;T-18STATE CONTACT</b>	
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.

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