

Richard T. HowellArea Manager-Regulatory Relations

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September 1, 2017

Ms. Talina R. Mathews
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Ms. Mathews:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to implement the terms of the FCC USF/ICC Order to the current interconnection agreement between AT&T Kentucky and NOS Communications, Inc. d/b/a 011 Communications, Internet Business Asso (Inetba), Intnl Plus, Ivantage Network Sol.; Reference No. 00176.

This document is being electronically filed with the Commission on the date of this letter. Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archal 9. Howell

Attachment

Signature Page/AT&T-21STATE Page 1 of 2 NOS COMMUNICATIONS, INC. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS

AND

NOS COMMUNICATIONS, INC.



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Signature: eSigned - Joseph T. Koppy

Name: eSigned - Joseph T. Koppy

(Print or Type)

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman

(Print or Type)

Title: CEO

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: <u>07 Aug 2017</u> Date: <u>08 Aug 2017</u>

NOS Communications, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ARKANSAS	7519	9396
FLORIDA	7519	
GEORGIA	7519	
KENTUCKY	7519	
LOUISIANA	7519	
MISSISSIPPI	7519	
NORTH CAROLINA	7519	
OKLAHOMA	7519	9257
SOUTH CAROLINA	7519	
TENNESSEE	7519	
TEXAS	7519	5488

Description	ACNA Code(s)
ACNA(s)	NOZ

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NOS COMMUNICATIONS, INC.

Version: 11/30/15

AMENDMENT TO THE AGREEMENT BETWEEN NOS COMMUNICATIONS, INC. AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A, and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

 The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Intercarrier Compensation

- 2.1 The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.
- 3. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 4. 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.
- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. 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 counterparts shall together constitute one and the same instrument.
- 8. For Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective

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ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Amendment – FCC ICC,/AT&T-21STATE

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Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	NOS Communications, Inc.	Interconnection	March 9, 2006

Amendment - FCC ICC,/AT&T-21STATE

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AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	NOS Communications, Inc.	Interconnection	April 3, 2006
Southwestern Bell Telephone Company d/b/a AT&T OKLOHOMA	NOS Communications, Inc.	Interconnection	January 24, 2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	NOS Communications, Inc.	Interconnection	September 16, 2005

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Recurring Charge (NRC) Zone Charge (MRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	,				
2MR-AT	AR	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU		ZZUR2	\$0.00		MOU
		LOCAL INTERCONNECTION (CALL						
2MR-AT	AR	TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2	\$0.00		MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)		Non- Recurring Charge (NRC) Additional	Per Unit
Attacimient		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	COS (Class of Service)	0300	Zone Charge (WING)	11130	Additional	r er Offit
2MR-AT		TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk			MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL							
2MR-AT	FL	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			0.00bk			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zono	Monthly Recurring Charge (MRC)	Charge (NRC) Ch	Non- Recurring narge (NRC) Additional	Per Unit
Attachinent	Otate	LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	CCC (Class of Cci vice)	0000	20110	Onlarge (MIXO)	11130	Additional	1 Ci Ollic
2MR-AT	GA	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	GA	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL								
							0.00bk			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	Charge (NRC) Ch	Non- Recurring arge (NRC)	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	,			- J. (- ,			
2MR-AT	KY	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	KY	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL								

								Non- Recurring Charge (NRC)		
Attachment	State		Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	LA	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
ONAD AT	LA	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT		THE WHOLE OUT THE PERMITTENT								
ZMR-AT		LOCAL INTERCONNECTION (CALL	Seminer Transport 1 of time, 1 of time							

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zono	Monthly Recurring Charge (MRC)	Recurring Rec Charge (NRC) Charge	Non- zurring ge (NRC) ditional Per Unit	ie
Attacriment	State	LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	COS (Class of Service)	0300	Zone	Charge (WINC)	FIISL AUC	illional Fel Olli	
2MR-AT	MS	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk		MOU	
ZIVIN-AT	IVIO	LOCAL INTERCONNECTION (CALL	per FCC-01-131, per MOO				U.UUDK		WOO	
2MR-AT	MS	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk		MILE/MO	NI I
∠IVIR-AT	IVIS	LOCAL INTERCONNECTION (CALL	Common Transport - Per Mille, Per MOU			-	U.UUDK		MILE/MO	<i>)</i> U
	1	ILUCAL INTERCUNNECTION (CALL				1	1			
2MR-AT	MS	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk		MOU	

							Monthly Recurring	Non- Recurring Charge (NRC)	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as							
2MR-AT	NC	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL		·						
2MR-AT	NC	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	NC	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			1	0.00bk			MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Attachillent				COS (Ciass Of Sel Vice)	0300	Zone Gharge (MICC)	1 11 31	Auditional	r er Ullit
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as						
2MR-AT	OK	TRANSPORT AND TERMINATION)	per FCC 01-131, per MOU		ZZUR2	\$0.00	NA	NA	MOU

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	Charge (NRC) Ch	Non- Recurring parge (NRC)	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as				J. (,			
2MR-AT	SC	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU				0.00bk			MOU
		LOCAL INTERCONNECTION (CALL								
2MR-AT	SC	TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
ZIVII C / CI										
ZiviiC7Ci		LOCAL INTERCONNECTION (CALL								

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as	,		, , , , , , , , , , , , , , , , , , ,		
2MR-AT	TN	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU			0.00bk		MOU
		LOCAL INTERCONNECTION (CALL						
2MR-AT		TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU			0.00bk		Per Mile, Per MOU
		LOCAL INTERCONNECTION (CALL						
2MR-AT	TN	TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU			0.00bk		Per Mile, Per MOU

Attack	State	Product	Data Flamout Description	COS (Class of Samiles)	11200		- ' '	Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL							
2MR-AT			Optional EAS Transport & Termination per MOU		ZZUR2	\$0.00	NA	NA	MOU
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as						
2MR-AT	TX	TRANSPORT AND TERMINATION)	per FCC 01-131, per MOU		ZZUR2	\$0.000000	NA	NA	MOU