



Richard T. Howell
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March 20, 2019

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 change certain provisions relating to WC Docket No. 13-97 approved by the FCC in the current interconnection agreement between AT&T Kentucky and Onvoy, LLC; Reference No. 00938.

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,

A handwritten signature in black ink that reads "Richard T. Howell".

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT**BETWEEN**

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 AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, 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 AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND**ONVOY, LLC**

Signature: eSigned - Kyle V. BertrandSignature: eSigned - William BockelmanName: eSigned - Kyle V. Bertrand
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)

VP Procurement Management and Network Optimization

Title: _____
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 Feb 2019Date: 12 Feb 2019**Onvoy, LLC**

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 and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, 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 and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	- - -	604E
ARKANSAS		348F
CALIFORNIA	- - -	649C,668G
FLORIDA	- - -	301H,937C
GEORGIA	- - -	067D,302H
ILLINOIS		304H,505B
INDIANA	363F	213F,097D
KANSAS		205F
KENTUCKY	- - -	896E,205F
LOUISIANA		749E
MICHIGAN	363F	214F,543C
MISSISSIPPI	- - -	719E
MISSOURI	- - -	093F,389H
NEVADA		029F

NORTH CAROLINA	- - -	267H,638E
OHIO	363F	464C,215F
OKLAHOMA	- - -	390H,409F
SOUTH CAROLINA		548F
TENNESSEE	- - -	525E
TEXAS	- - -	903C,914G
WISCONSIN	- - -	225C,940E

Description	ACNA Code(s)
ACNA(s)	OWS,MSK

**AMENDMENT TO THE AGREEMENT
BETWEEN
ONVOY, LLC
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 AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, 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 AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
AT&T WISCONSIN**

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

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, CLEC is providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC has been delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs pursuant to an amendment executed between the parties on October 25, 2016; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to change certain provisions relating to WC Docket No. 13-97 approved by the FCC; 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, the terms and conditions, contained within, and Exhibit A immediately following, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace the definition of Interconnected VoIP Provider with the following:

"Interconnected VoIP Provider" or "IVP" as used in this Agreement is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 9.3.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. 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.
5. 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.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such 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. 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.
9. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Nevada, Oklahoma, Texas: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Onvoy, LLC	Interconnection	03/04/2008
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Onvoy, LLC	Interconnection	05/14/2008
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Onvoy, LLC	Interconnection	04/08/2008
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Onvoy, LLC	Interconnection	03/27/2008
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Onvoy, LLC	Interconnection	03/12/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Onvoy, LLC	Interconnection	03/24/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Onvoy, LLC	Interconnection	07/21/2009
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Onvoy, LLC	Interconnection	07/10/2009
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Onvoy, LLC	Interconnection	05/29/2009

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Onvoy, LLC	Interconnection	02/04/2004
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Onvoy, LLC	Interconnection	07/18/2008
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Onvoy, LLC	Interconnection	09/15/2008
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Onvoy, LLC	Interconnection	09/12/2008
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Onvoy, LLC	Interconnection	10/27/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Onvoy, LLC	Interconnection	11/29/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Onvoy, LLC	Interconnection	09/06/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Onvoy, LLC	Interconnection	10/03/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Onvoy, LLC	Interconnection	07/22/2004

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Onvoy, LLC	Interconnection	11/23/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Onvoy, LLC	Interconnection	08/06/2004
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Onvoy, LLC	Interconnection	07/26/2004