



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

April 13, 2018

Mr. Walter L. Thomas, Jr. Secretary
Alabama Public Service Commission
RSA Union Building
100 N. Union Street
Montgomery, AL 36104



Re: Approval of an Amendment¹ to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama") and YMax Communications Corp. ("CLEC") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act")
Agreement Effective Date: Ten (10) Days Following Commission Approval
CLEC Certification No.: 29958
Docket No.: U-4738

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and CLEC are submitting to the Alabama Public Service Commission ("Commission"), an amendment to the agreement for the interconnection of their networks and the unbundling of specific network elements offered by AT&T Alabama. The agreement was negotiated pursuant to Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T Alabama and CLEC within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

Sincerely yours,

Richard T. Howell

RTH/mr
Attachment

¹ This Amendment implements the FCC's ICC Order.

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 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

YMAX COMMUNICATIONS CORP.



Signature: eSigned - Mark PavolName: eSigned - Mark Pavol
(Print or Type)Title: Director of carrier
(Print or Type)Date: 23 Mar 2018**YMax Communications Corp.**Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 23 Mar 2018

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 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	CLEC OCN
ALABAMA	348E
ARKANSAS	349E
CALIFORNIA	258E
FLORIDA	594D
GEORGIA	321E
ILLINOIS	259E
INDIANA	352E
KANSAS	354E
KENTUCKY	355E
LOUISIANA	586E
MICHIGAN	260E
MISSISSIPPI	356E
MISSOURI	323E
NEVADA	324E

NORTH CAROLINA	360E
OHIO	261E
OKLAHOMA	362E
SOUTH CAROLINA	364E
TENNESSEE	284E
TEXAS	327E
WISCONSIN	369E

Description	ACNA Code(s)
ACNA(s)	YMX

**AMENDMENT TO THE AGREEMENT
BETWEEN
YMAX COMMUNICATIONS CORP.
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 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 ("Amendment") amends the Interconnection Agreement by and between AT&T and CLEC as shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order 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) ("FCC ICC Reform Order"), 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, 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 Agreement for purposes of reciprocal compensation.
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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, 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 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 (“YMax”)	Contract Type	Approval Date / Last Party Signed Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	YMax Communications Corp.	Interconnection	7/11/06
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	YMax Communications Corp.	Interconnection	9/22/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	YMax Communications Corp.	Interconnection	9/7/06
BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast	YMax Communications Corp.	Interconnection	5/10/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	YMax Communications Corp.	Interconnection	10/12/06
Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale	YMax Communications Corp.	Interconnection	9/26/06
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	YMax Communications Corp.	Interconnection	8/24/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	YMax Communications Corp.	Interconnection	7/24/06
BellSouth Telecommunications, LLC dba AT&T Kentucky and AT&T Southeast	YMax Communications Corp.	Interconnection	6/15/06
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	YMax Communications Corp.	Interconnection	3/1/07
Michigan Bell Telephone Company d/b/a	YMax Communications Corp.	Interconnection	7/25/06

AT&T MICHIGAN			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	YMax Communications Corp.	Interconnection	9/22/06
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	YMax Communications Corp.	Interconnection	10/24/06
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	YMax Communications Corp.	Interconnection	9/20/06
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	YMax Communications Corp.	Interconnection	12/21/06
The Ohio Bell Telephone Company d/b/a AT&T OHIO	YMax Communications Corp.	Interconnection	10/10/06
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	YMax Communications Corp.	Interconnection	11/7/06
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	YMax Communications Corp.	Interconnection	2/13/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	YMax Communications Corp.	Interconnection	12/4/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	YMax Communications Corp.	Interconnection	8/7/06
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	YMax Communications Corp.	Interconnection	7/28/06

Pricing Sheet
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
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU