



Bruce A. Ney  
General Attorney-Kansas  
Legal

AT&T Kansas  
220 SE 6<sup>th</sup> Street, Suite 515  
Topeka, Kansas 66603

T: 785.276.8413  
F: 785.276.1948  
[bruce.ney@att.com](mailto:bruce.ney@att.com)

March 10, 2015

Ms. Neysa Thomas  
Acting Secretary  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 05-SWBT-1125-IAT – Application of Southwestern Bell Telephone Company, L.P. for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Metropolitan Telecommunications, Inc.

Dear Ms. Thomas:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel ("Metropolitan") on June 29, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification changes Metropolitan's name to Metropolitan Telecommunications of Kansas, Inc., adds joint and several liability language and replaces the Notices provision in the current agreement. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Metropolitan Telecommunications of Kansas, Inc. is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Metropolitan Telecommunications of Kansas, Inc. is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Andoni Economou	Sam Vogel
COO/EVP	Chief Marketing Officer & Sr. VP Interconnection
55 Water Street, 32 <sup>nd</sup> Floor	55 Water Street, 32 <sup>nd</sup> Floor
New York, NY 10041	New York, NY 10041
Phone: 212-607-2004	212-607-2146
Fax: 212-701-8394	212-701-8477
E-mail: aeconomou@mettel.net	svogel@mettel.net

The Commission's prompt attention to this matter would be appreciated.

Sincerely,



Bruce A. Ney  
General Attorney

Attachments

cc: Andoni Economou  
Sam Vogel

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

Application of Southwestern Bell	)	
Telephone Company, L.P. for Approval	)	
Of Interconnection Agreement Under	)	Docket No. 05-SWBT-1125-IAT
The Telecommunications Act of 1996	)	
With Metropolitan Telecommunications,	)	
Inc.	)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel ("Metropolitan") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on June 9, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on June 29, 2005. This modification changes Metropolitan's name to Metropolitan Telecommunications of Kansas, Inc., adds joint and several liability language and replaces the Notices provision in the current agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

## **III. STANDARD FOR REVIEW**

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

### **(e) APPROVAL BY STATE COMMISSION**

- (1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) **GROUND FOR REJECTION.** -- The State Commission may only reject --
  - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

#### **IV. KANSAS LAW**

The negotiated and executed modification to the Agreement is consistent with the Kansas regulatory statutes.

#### **V. CONCLUSION**

For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.



BRUCE A. NEY (#15554)  
220 E. Sixth Street, Room 515  
Topeka, Kansas 66603-3596  
(785) 276-8413  
(785) 276-1948 (Facsimile)  
Attorney for Southwestern Bell Telephone  
Company d/b/a AT&T Kansas

**AMENDMENT  
to  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**by and between**

**SOUTHWESTERN BELL TELEPHONE COMPANY  
d/b/a**

**AT&T KANSAS**

**and**

**METROPOLITAN TELECOMMUNICATIONS OF  
KANSAS, INC.**

## AMENDMENT

## BETWEEN

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

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN



TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN  
TELECOMMUNICATIONS OF MICHIGAN, INC.D/B/A METTEL;  
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC.D/B/A  
METTEL; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC  
D/B/A METTEL.; METROPOLITAN TELECOMMUNICATIONS OF  
OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN  
TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN  
TELECOMMUNICATIONS OF TEXAS, INC. AND METROPOLITAN  
TELECOMMUNICATIONS OF WISCONSIN, INC.



Signature: eSigned - Andoni EconomouSignature: eSigned - William A. BockelmanName: eSigned - Andoni Economou  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: COO/EVP

(Print or Type)

Title: Director

(Print or Type)

Date: 24 Feb 2015Date: 24 Feb 2015

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. and Metropolitan Telecommunications of Wisconsin, Inc.

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	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	2372	631A	---
CALIFORNIA	2372	180A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
MICHIGAN	2372	180C	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

# AMENDMENT TO THE AGREEMENT BETWEEN

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC.

AND

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, AND  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between 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, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. ("Metropolitan Telecommunications or CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), last party signed June 1, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, Metropolitan Telecommunications has changed their name in the states of California, Kansas, Nevada, Texas and Wisconsin wishes to reflect this name change as set forth herein; and

WHEREAS, the Parties desire to correct certain rates related to Unbundled Dedicated Transport in AT&T Texas.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. For the states of California, Kansas, Nevada, Texas and Wisconsin, the Agreement is hereby amended to reflect the name change from Metropolitan Telecommunications of California, Inc. dba MetTel to Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Kansas, Inc. dba MetTel to Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Nevada, Inc. dba MetTel to Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. dba MetTel to Metropolitan Telecommunications of Texas, Inc.; and Metropolitan Telecommunications of Wisconsin, Inc. dba MetTel to Metropolitan Telecommunications of Wisconsin, Inc.
3. For the state of Texas, the Parties agree to replace the rates for Unbundled Dedicated Transport DS1 Interoffice Transport, First Mile for Zones 1 (Rural) and Zone 3 (Urban) and Unbundled Dedicated Transport DS1 and DS3 Interoffice Transport, Each Additional Mile for Zones 1 (Rural) and Zone 3 (Urban) in the Appendix Pricing/ALL TRAFFIC with those in Exhibit A.
4. The Parties agree to add Section 13.9 Joint and Several Liability language to the General Terms and Conditions as follows:
  - 13.9. Joint and Several Liability
    - 13.9.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for CLEC's payment obligations under this Agreement.
5. The Parties agree to replace Section 17 from the Agreement with the following language:

**17. Notices**

- 17.1 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:
  - 17.1.1 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.
  - 17.1.2 delivered by facsimile provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.
  - 17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.
- 17.2 Notices will be deemed given as of the earliest of:
  - 17.2.1 the date of actual receipt;
  - 17.2.2 the next Business Day when sent via express delivery service;
  - 17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
  - 17.2.4 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.
  - 17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt.
- 17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andoni Economou COO/EVP

STREET ADDRESS	55 Water Street , 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	(212) 607-2004
FACSIMILE NUMBER	(212) 701-8394
EMAIL ADDRESS	aeconomou@mettel.net

	AT&T CONTACT
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) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

With a Copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Metropolitan Telecommunications Attention: LEGAL/General Counsel
STREET ADDRESS	55 Water Street, 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	212-359-5037
FACSIMILE NUMBER	212-701- 8477
EMAIL ADDRESS	legal@mettel.net

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

- 17.4 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 17. 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.
- 17.5 AT&T-12STATE 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.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell                    )  
Telephone Company, L.P. for Approval            )  
Of Interconnection Agreement Under            ) Docket No. 05-SWBT-1125-IAT  
The Telecommunications Act of 1996            )  
With Metropolitan Telecommunications,        )  
Inc.                                                        )

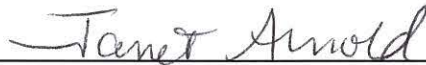
AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS            )  
                                      )            ss  
COUNTY OF SHAWNEE        )

Before me, the Undersigned Authority, on the 10th day of March, 2015, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath depose and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel ("Metropolitan") that was approved by the Commission on June 29, 2005 and the proposed modification to that Agreement.
2. This modification changes Metropolitan's name to Metropolitan Telecommunications of Kansas, Inc., adds joint and several liability language and replaces the Notices provision in the current agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.

  
\_\_\_\_\_  
Janet Arnold

Subscribed and sworn to before me this 10th day of March, 2015.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: *October 15, 2018*