



Bruce A. Ney  
Senior Counsel

At&T Kansas  
220 SE Sixth Street  
Room 515  
Topeka, KS 66603-3596

T: 785.276.8413  
F: 785.276.1948  
bruce.ney@att.com

January 24, 2008

STATE CORPORATION COMMISSION

JAN 24 2008

Ms. Susan K. Duffy, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

 Docket  
Room

Re: Docket No. 05-SWBT-1125-IAT

Dear Ms. Duffy:

Enclosed for filing with the Commission are an original and three (3) copies of an 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, Inc. d/b/a MetTel ("MetTel") on June 29, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification amends the Agreement to extend its expiration date to April 9, 2010. 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. MetTel is registered as active and in good standing with the Kansas Secretary of State's office.

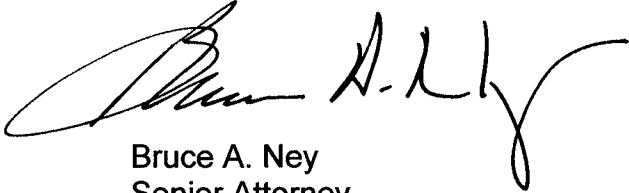
AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the 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 MetTel is listed below.

CLEC Officer Name:	CLEC Attorney Name:
David Aronow	
President	
44 Wall Street, 6 <sup>th</sup> Floor	
New York, NY 10005	
Phone: 212-607-2003	
Fax: 212-635-5074	
E-mail: daro@mettel.net	

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large initial "B" and a long, sweeping underline.

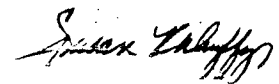
Bruce A. Ney  
Senior Attorney

Enclosures

cc: Ms. Colleen Harrell (transmittal letter only)  
Mr. David Aronow

STATE CORPORATION COMMISSION

**BEFORE THE STATE CORPORATION COMMISSION    JAN 24 2008**  
**OF THE STATE OF KANSAS**

 Docket  
Room

Application of Southwestern Bell                    )  
Telephone, L.P. for Approval of                    )  
Interconnection Agreement Under the            ) Docket No. 05-SWBT-1125-IAT  
Telecommunications Act of 1996 With            )  
Metropolitan Telecommunications, Inc.         )  
d/b/a MetTel    )

**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, Inc. d/b/a MetTel ("MetTel") 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 amends the Agreement to extend its expiration date to April 9, 2010. 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) GROUNDS 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 . . .

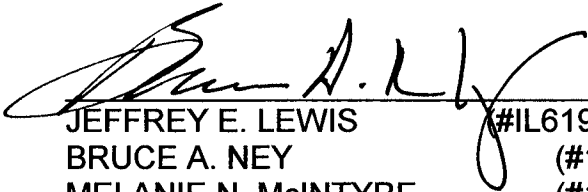
The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

#### **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.

  
JEFFREY E. LEWIS (#IL6198060)  
BRUCE A. NEY (#15554) ◀  
MELANIE N. McINTYRE (#19945)  
220 E. Sixth Street, Room 515  
Topeka, Kansas 66603-3596  
(785) 276-8413  
(785) 276-1948 (Facsimile)  
Attorneys 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, INC.**

**d/b/a  
MetTel**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
AT&T  
AND  
METTEL**

The Interconnection Agreement dated June 1, 2005 by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup>, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana<sup>2</sup>, Michigan Bell Telephone Company d/b/a SBC Michigan<sup>3</sup>, Nevada Bell Telephone Company d/b/a SBC Nevada<sup>4</sup>, The Ohio Bell Telephone Company d/b/a SBC Ohio<sup>5</sup>, Pacific Bell Telephone Company d/b/a SBC California<sup>6</sup>, The Southern New England Telephone Company d/b/a SBC Connecticut<sup>7</sup>, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas<sup>8</sup> and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin<sup>9</sup> (collectively, "AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE (collectively, "MetTel") ("Agreement") effective in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin is hereby amended as follows:

1. Section 5 of the General Terms and Conditions is amended by adding the following section:
  - 5.2.1 Notwithstanding anything to the contrary in this section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on April 9, 2007 until April 9, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from MetTel, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

<sup>2</sup> Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

<sup>3</sup> Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

<sup>4</sup> Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

<sup>5</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

<sup>6</sup> Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

<sup>7</sup> The Southern New England Telephone Company does business under the name "AT&T Connecticut".

<sup>8</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Arkansas as "AT&T Arkansas", in Kansas as "AT&T Kansas", in Missouri as "AT&T Missouri", in Oklahoma as "AT&T Oklahoma" and in Texas as "AT&T Texas".

<sup>9</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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.
6. For all states except Arkansas, Connecticut and Ohio: This Amendment shall be filed with and is subject to approval by the appropriate 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 Connecticut: This Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. For Ohio: Based on the practice of the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31<sup>st</sup> day after filing.



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11<sup>th</sup> day of January, 2008, by AT&T, signing by and through its duly authorized representative, and MetTel, signing by and through its duly authorized representative.

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

By: [Signature]

Name: David Alanow  
(Print or Type)

Title: Pres  
(Print or Type)

Date: 12/16/07

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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: [Signature]

Name: Eddie A. Reed, Jr  
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-11-08

RESALE OCN # 2372

ACNA MTV

	<u>UNE OCN</u>
ARKANSAS	631A
CALIFORNIA	180A
CONNECTICUT	5998
ILLINOIS	183A
INDIANA	184A
KANSAS	185A
MICHIGAN	180C

	<u>UNE OCN</u>
MISSOURI	553D
NEVADA	187A
OHIO	181C
OKLAHOMA	189A
TEXAS	0241
WISCONSIN	193A

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell )  
Telephone, L.P. for Approval of )  
Interconnection Agreement Under the ) Docket No. 05-SWBT-1125-IAT  
Telecommunications Act of 1996 With )  
Metropolitan Telecommunications, Inc. )  
d/b/a MetTel )

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

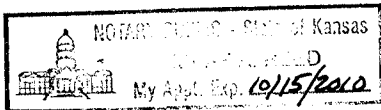
Before me, the Undersigned Authority, on the 24<sup>th</sup> day of January, 2008, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath depose and said the following:

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, Inc. d/b/a MetTel which was approved by the Commission on June 29, 2005 and the proposed modification to that Agreement.
2. This modification amends the Agreement to extend its expiration date to April 9, 2010.
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 24<sup>th</sup> day of January, 2008.



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

My Commission Expires: *October 15, 2010*