



**Bruce A. Ney**  
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20170127091441  
Filed Date: 01/27/2017  
State Corporation Commission  
of Kansas

January 27, 2017

Ms. Amy Green  
Secretary to the Commission  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 17-SWBT-160-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 with Airus, Inc.

Ms. Green:

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 Airus, Inc. on December 8, 2016 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This modification expands the underlying Agreement to the State of Texas. 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. Airus, 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 Airus, Inc. is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
John McCluskey	
General Manager	
840 South Canal, 7 <sup>th</sup> Floor	
Chicago, IL 60607	
Phone: 312-878-4160	
Fax: 312-506-0931	
E-mail: jmccluskey@airustel.com	

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", with a stylized flourish at the end.

Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: John McCluskey

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

In the Matter of the Application of	)	
Southwestern Bell Telephone Company for	)	
Approval of Interconnection Agreement Under	)	Docket No. 17-SWBT-160-IAT
the Telecommunications Act of 1996 with	)	
Airus, 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 Airus, Inc. and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

1. AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on October 27, 2016 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on December 8, 2016. This modification expands the underlying Agreement to the State of Texas. 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**

2. 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.

3. 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**

4. 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 . . .

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

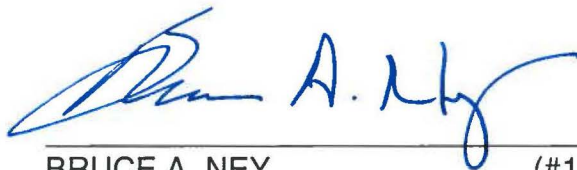
#### **IV. KANSAS LAW**

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

#### **V. CONCLUSION**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", is written over a horizontal line.

BRUCE A. NEY (#15554)  
816 Congress, Suite 1100  
Austin, Texas 78701  
(512) 457-2311  
(512) 870-3420 (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**

**AIRUS, INC.**

## 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 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

AIRUS OF ARKANSAS, INC. AND AIRUS, INC.



Signature: eSigned - John McCluskeyName: eSigned - John McCluskey  
(Print or Type)Title: General Manager  
(Print or Type)Date: 17 Nov 2016Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore  
(Print or Type)Title: Executive Director-Regulatory  
(Print or Type)Date: 22 Nov 2016**Airus of Arkansas, Inc. and Airus, Inc.**

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 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	476H
LOUISIANA	477h
MISSISSIPPI	459H

Description	ACNA Code(s)
ACNA(s)	VOX



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
AIRUS OF ARKANSAS, INC. AND AIRUS, INC.  
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 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 AND  
AT&T OKLAHOMA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and 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 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 and AT&T OKLAHOMA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (collectively "AT&T") and Airus of Arkansas, Inc. and Airus, Inc. ("CLEC"). 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 Agreements as shown in the attached Exhibit A; and

**WHEREAS**, the Parties desire to amend the Agreement to add the State of 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, contained within, and certain Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the State of Texas to the Agreement, in addition to adding Pricing Sheet(s) and State specific Appendices, as applicable.
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. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
5. 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.

6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. For states other than Arkansas, Ohio and Wisconsin: 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 91<sup>st</sup> day after filing. 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**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CLEC Legal Name</b>	<b>Contract Type</b>	<b>Dated Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Airus, Inc.	Interconnection	8/31/2016
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Airus, Inc.	Interconnection	9/26/2016
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Airus, Inc.	Interconnection	9/26/2016
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Airus, Inc.	Interconnection	9/26/2016
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Airus, Inc.	Interconnection	9/26/2016
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Airus, Inc.	Interconnection	9/26/2016
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Airus, Inc.	Interconnection	8/31/2016
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Airus, Inc.	Interconnection	9/26/2016
Southwestern Bell Telephone Company	Airus, Inc.	Interconnection	9/26/2016

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Dated Date
d/b/a AT&T MISSOURI			
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Airus, Inc.	Interconnection	9/26/2016
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Airus, Inc.	Interconnection	Included in this filing
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Airus, Inc.	Interconnection	9/26/2016
AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Airus, Inc.	Interconnection	11/3/15
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Airus, Inc.	Interconnection	11/18/15
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Airus, Inc.	Interconnection	12/3/15
Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale	Airus, Inc.	Interconnection	12/25/15
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Airus, Inc.	Interconnection	1/4/16
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Airus of Arkansas, Inc.	Interconnection	6/16/15

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

In the Matter of the Application of )  
Southwestern Bell Telephone Company for )  
Approval of Interconnection Agreement Under ) Docket No. 17-SWBT-160-IAT  
the Telecommunications Act of 1996 with )  
Airus, Inc. )

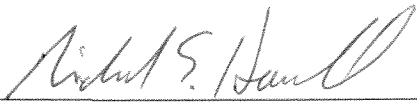
# AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )                SS

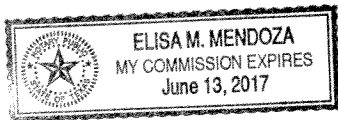
Before me, the Undersigned Authority, on the 26th day of January, 2016, personally appeared Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, upon being by me duly sworn on oath deposed and said the following:

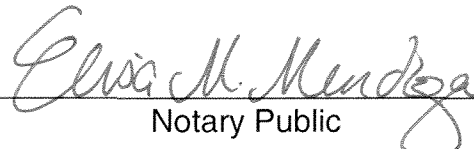
1. My name is Richard T. Howell. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement (“the Agreement”) between AT&T Kansas and Airus, Inc. that was approved by the Commission on December 8, 2016 and the proposed modification to that Agreement.
2. This modification expands the underlying Agreement to the State of Texas.
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.

  
Richard T. Howell

Subscribed and sworn to before me this 26<sup>th</sup> day of January, 2017.



  
Notary Public

My Commission Expires: June 13, 2017