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June 9, 2005

STATE CORPORATION COMMISSION

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

JUN 09 2005

 Docket
Room

RE: Interconnection agreement between SBC Kansas and Metropolitan
Telecommunications, Inc.

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of the Interconnection Agreement between Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") and Metropolitan Telecommunications, Inc. ("MetTel") executed on May 13, 2005, 2005 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SBC.

The Agreement and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. Upon Commission approval the Agreement will supersede and replace the Interconnection Agreement between SBC and MetTel approved by the Commission in Docket No. 01-SWBT-312-IAT. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SBC files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996. MetTel is registered as active and in good standing with the Kansas Secretary of State's office.

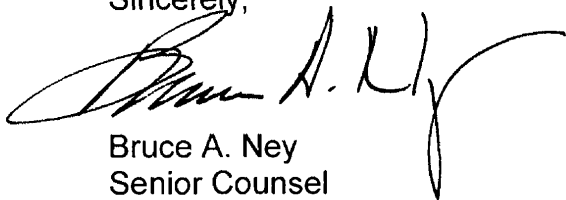
SBC represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SBC specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this 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:
Mr. David Aronow	
President	
44 Wall Street, 6 th Floor	
New York, NY 10005	
Phone: 269-381-8844	
Fax: 269-381-8822	

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 long horizontal stroke extending to the right.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. David Aronow

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

JUN 09 2005

Susan Zebay Docket
Room

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the)
Telecommunications Act of 1996 With)
Metropolitan Telecommunications, Inc.)

Docket No. 05-SWBT-1125-IAT

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P. FOR APPROVAL OF
INTERCONNECTION AGREEMENT UNDER THE
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") hereby files this Application for Approval of Interconnection Agreement ("the Agreement") with Metropolitan Telecommunications, Inc. ("MetTel"), under the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. AGREEMENT REACHED

SBC presents to this Commission for approval an agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After comprehensive, good faith negotiations to address all of the complex issues involved in such an agreement, the parties executed the Interconnection Agreement on May 13, 2005, and filed herewith, together with attachments incorporated therein. There are no outstanding issues between SBC and MetTel that need the assistance of mediation or arbitration. Upon Commission approval the Agreement will supersede and replace the Interconnection Agreement between SBC and MetTel approved by the Commission in Docket No. 01-SWBT-312-IAT.

II. REQUEST FOR APPROVAL

SBC seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act.

SBC believes that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

SBC respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise 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:

(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 to 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; or

The affidavit of Michael Scott, Area Manager-Regulatory Issues, establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II).

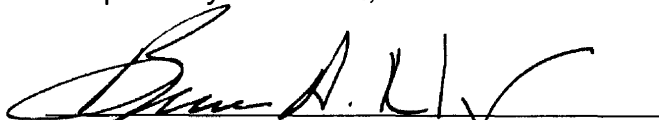
IV. KANSAS LAW

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

VI. CONCLUSION

For the reasons set forth above, SBC respectfully requests that the Commission approve the Agreement expeditiously.

Respectfully submitted,



TIMOTHY S. PICKERING (#02003)

BRUCE A. NEY (#15554) ◀

MELANIE N. SAWYER (#19945)

220 E. Sixth Street, Room 515

Topeka, Kansas 66603-3596

(785-276-8413)

Attorneys for Southwestern Bell Telephone, L.P.

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

by and between

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a

SBC KANSAS

and

METROPOLITAN TELECOMMUNICATIONS, INC.

**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS
251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

between one or more of

**Illinois Bell Telephone Company d/b/a SBC Illinois,
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana,
Michigan Bell Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada,
The Ohio Bell Telephone Company d/b/a SBC Ohio,
Pacific Bell Telephone Company d/b/a SBC California,
The Southern New England Telephone Company d/b/a SBC Connecticut,
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC
Missouri, SBC Oklahoma and/or SBC Texas,
Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

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,
Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE**

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INTERCONNECTION AND/OR RESALE AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc. owned ILEC's Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) 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, Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE ("CLEC"), (a Denmark corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and/or Wisconsin. .

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Lawful unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

DUE TO THE SIZE OF THIS FILING, NOT ALL PAGES HAVE BEEN SCANNED AND AVAILABLE ON THE INTERNET. IF YOU WOULD LIKE A COMPLETE COPY OF THIS FILING, PLEASE CONTACT THE DOCKET ROOM.

Your request for information should be made in writing by one of the following methods:

Kansas Corporation Commission
Docket Room
1500 SW Arrowhead Road
Topeka KS 66604

E-MAIL ADDRESSES:
p.shurtz@kcc.state.ks.us or d.shupe@kcc.state.ks.us

FAX NUMBER:
Docket Room, 785-271-3357

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