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October 24, 2005

STATE CORPORATION COMMISSION

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

OCT 24 2005

 Docket  
Room

RE: Interconnection agreement between SBC and Comcast Phone of Kansas, LLC

Dear Ms. Duffy:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of an Interconnection Agreement (the MFN Agreement) between Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") and Comcast Phone of Kansas, LLC ("Comcast") executed on October 17, 2005 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SBC.

Comcast has chosen in the attached MFN Agreement to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SBC files this MFN Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996. Comcast is registered as active and in good standing with the Kansas Secretary of State's office.

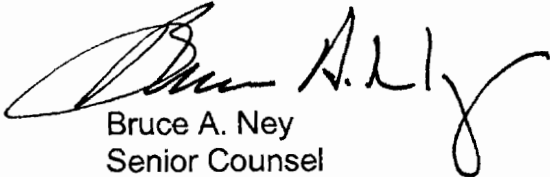
SBC represents and believes in good faith that the implementation of this MFN Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SBC specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Comcast is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. John G. Sullivan	
Vice President & Chief Counsel, Telephony	
1500 Market St.	
Philadelphia, PA 19102	
Phone: 215-320-8816	
Fax: 215-981-8508	

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 Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)  
Mr. John G. Sullivan

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

OCT 24 2005

*Susan K. Duff* Docket  
Room

Application of Southwestern Bell )  
Telephone, L.P. for Approval of )  
Interconnection Agreement Under the )  
Telecommunications Act of 1996 With )  
Comcast Phone of Kansas, LLC )

Docket No. 06-SWBT-449-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 an Interconnection Agreement ("the MFN Agreement") with Comcast Phone of Kansas, LLC ("Comcast"), pursuant to Sections 251 and 252 of 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**

By designating in Section 2.4 of the attached MFN Agreement, Comcast has chosen to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement. There are no outstanding issues between SBC and Comcast that need the assistance of mediation or arbitration. The MFN Agreement was executed on October 17, 2005.

**II. REQUEST FOR APPROVAL**

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

SBC believes that the implementation of this MFN Agreement complies fully with Section 252(e) of the Federal Act because it is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The MFN 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 MFN 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) 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; or

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

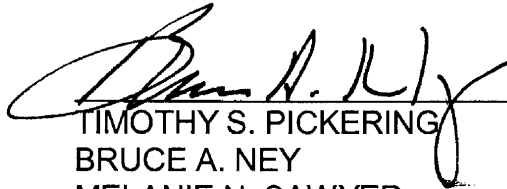
#### **IV. KANSAS LAW**

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

#### **VI. CONCLUSION**

For the reasons set forth above, SBC respectfully requests that the Commission approve the MFN 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**

**COMCAST PHONE OF KANSAS, LLC**

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a SBC Kansas ("SBC Kansas"), and Comcast Phone of Kansas, LLC ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

WHEREAS, pursuant to Section 252(i) of the Act, Comcast Phone of Kansas, LLC ("CLEC") has requested to adopt the Interconnection Agreement by and between SBC Kansas and the separate CLEC designated in Section 2.4 below for the State of Kansas, which was previously approved by the Kansas Corporation Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference (the "MFN Agreement"); and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and SBC Kansas hereby agree as follows:

**1. Incorporation of Recitals and Separate Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

**2. Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is approved with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on the original expiration date of the underlying Separate Agreement.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	John G. Sullivan, Vice President & Chief Counsel, Telephony
STREET ADDRESS	1500 Market Street
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Philadelphia, PA 19102
E-MAIL ADDRESS	John_sullivan@comcast.com
FACSIMILE NUMBER	(215) 981-8508

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Beth Choroser, Senior Director of Regulatory Compliance
STREET ADDRESS	1500 Market Street
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Philadelphia, PA 19102
E-MAIL ADDRESS	<a href="mailto:beth_choroser@comcast.com">beth_choroser@comcast.com</a>
FACSIMILE NUMBER	(215) 981-8508

- 2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

- ☒ Docket No. 06-SWBT-236-IAT, approved September 14, 2005 (Cox Kansas Telcom, LLC)
- ☐ Docket No. 05-NVTT-370-ARB, approved September 14, 2005 (Navigator Telecommunications, LLC)
- ☐ Docket No. 06-SWBT-237-IAT, approved September 14, 2005 (NuVox Communications of Kansas, Inc.)
- ☐ Docket No. 06-SWBT-235-IAT, approved September 12, 2005 (Prairie Stream Communications, Inc.)
- ☐ Docket No. 06-SWBT-234-IAT, approved September 14, 2005 (Xspedius Communications, LLC)

## 2.5 Intercarrier Compensation Options

- 2.5.1 For purposes of its MFN Agreement, CLEC elects the Intercarrier Compensation Option Choice designated with an "X" immediately below:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
<b>X</b>	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

## 3. Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN

Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.

- 3.2 It is SBC Kansas' position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**Comcast Phone of Kansas, LLC**

**Southwestern Bell Telephone, L. P. d/b/a SBC  
Kansas By SBC Operations, Inc., Its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: AVP-Local Interconnection Marketing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Facilities: OCN/AECN# \_\_\_\_\_

Resale: OCN/AECN# \_\_\_\_\_

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. \_\_\_\_\_  
Telecommunications Act of 1996 With )  
Comcast Phone of Kansas, LLC )

**AFFIDAVIT OF MICHAEL SCOTT**

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

Before me, the Undersigned Authority, on the 24<sup>th</sup> day of October, 2005, personally appeared Michael Scott of Southwestern Bell Telephone, L.P., d/b/a SBC Kansas ("SBC") who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Michael Scott. 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 Issues for SBC, and I have knowledge concerning the Interconnection Agreement ("the MFN Agreement") between SBC and Comcast Phone of Kansas, LLC ("Comcast") on behalf of SBC. I have personal knowledge of the provisions of the MFN Agreement which was executed on October 17, 2005.
2. Comcast has chosen in the MFN Agreement to adopt an interconnection agreement previously approved by the Commission in arbitrated proceedings designed to develop successor agreements for the Kansas 271 Interconnection Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.

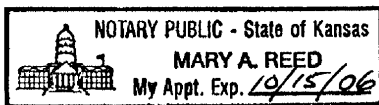
4. The implementation of this MFN Agreement is consistent with the public interest, convenience and necessity. The MFN Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The MFN Agreement allows diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.
5. This MFN Agreement does not discriminate against any telecommunications carrier. It is available to any similarly situated provider in negotiating a similar agreement.
6. The MFN Agreement is consistent with Kansas law.

*Michael Scott*

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Michael Scott

Subscribed and sworn to before me this 24<sup>th</sup> day of October, 2005.



*Mary A. Reed*  
\_\_\_\_\_  
Notary Public

My Commission Expires: *October 15, 2006*