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October 23, 2002

STATE CORPORATION COMMISSION

Mr. Jeffrey S. Wagaman, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

OCT 23 2002

*Jeffrey S. Wagaman* Docket  
Room

RE: Interconnection agreement between SWBT and American Fiber Systems, Inc.

Dear Mr. Wagaman:

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 Southwestern Bell Telephone Company ("SWBT") and American Fiber Systems, Inc. ("American Fiber") executed on October 16, 2002 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SWBT.

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 SWBT and American Fiber approved by the Commission in Docket No. 01-SWBT-524-IAT. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SWBT files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996.

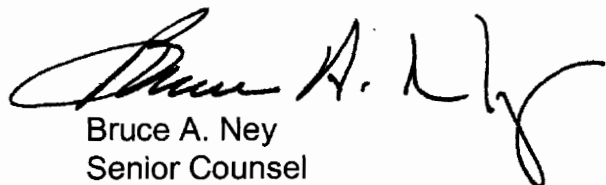
SWBT represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SWBT specifically requests that the Commission refrain from taking any action to change,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

Contact information for American Fiber is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Ms. Amy Gilchrist	
100 Meridian Centre, Suite 150	
Rochester, NY 14618	
Phone: 585-340-5400, ext. 135	
Fax: 585-756-1966	

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 the first name "Bruce" written in a larger, more prominent script than the last name "Ney".

Bruce A. Ney  
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)  
Mr. Joseph White (transmittal letter only)  
Mr. Larry Cooper  
Ms. Amy Gilchrist

STATE CORPORATION COMMISSION

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

OCT 23 2002

Application of Southwestern Bell )  
Telephone Company for Approval of )  
Interconnection Agreement Under the )  
Telecommunications Act of 1996 With )  
American Fiber Systems, Inc. )

Docket No. 03-SWBT-330-1AT

*Jeffery S. Wagoner* Docket  
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR  
APPROVAL OF INTERCONNECTION AGREEMENT UNDER THE  
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") hereby files this Application for Approval of Interconnection Agreement ("the Agreement") with American Fiber Systems, Inc. ("American Fiber"), 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**

SWBT 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 October 16, 2002, and filed herewith, together with attachments incorporated therein. There are no outstanding issues between SWBT and American Fiber that need the assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

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

SWBT 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.

SWBT 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:

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 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).

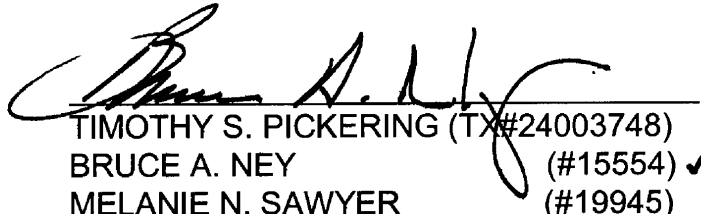
#### **IV. KANSAS LAW**

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

#### **VI. CONCLUSION**

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

Respectfully submitted,



TIMOTHY S. PICKERING (TX#24003748)  
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 Company

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

**by and between**

**SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SOUTHWESTERN BELL TELEPHONE COMPANY**

**and**

**AMERICAN FIBER SYSTEMS, INC.**

**SBC-13STATE Agreement**

**Signatures**

**American Fiber Systems, Inc.**

**The Ohio Bell Telephone Company, The  
Southern New England Telephone Company,  
Southwestern Bell Telephone, L.P. d/b/a  
Southwestern Bell Telephone Company by  
SBC Telecommunications, Inc., its authorized  
agent**

Signature: Amy M. Gilchrist

Signature: M. Auinbauh

Name: Amy M. GILCHRIST  
(Print or Type)

Name: Mike Auinbauh

Title: VP-REGULATORY RELATIONS  
(Print or Type)

Title: President - Industry Markets

Date: 10/9/02

Date: OCT 16 2002

AECN/OCN# NUM 5352  
(Facility Based – if applicable)

BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Application of Southwestern Bell )  
Telephone Company for Approval of )  
Interconnection Agreement Under the ) Docket No. \_\_\_\_\_  
Telecommunications Act of 1996 With )  
American Fiber Systems, Inc. )

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

Before me, the Undersigned Authority, on the 23<sup>rd</sup> day of October, 2002, personally appeared Michael Scott of Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") who, upon being by me duly sworn on oath depose 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 SWBT, and I have knowledge concerning the Interconnection Agreement ("the Agreement") between SWBT and American Fiber Systems, Inc. on behalf of SWBT. I have personal knowledge of the provisions of the Agreement. The parties conducted diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on October 16, 2002.
2. The Interconnection Agreement, together with the attachments incorporated therein are an integrated package and are the result of negotiation.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.
4. The implementation of this Agreement is consistent with the public interest, convenience and necessity. The Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The Agreement allows



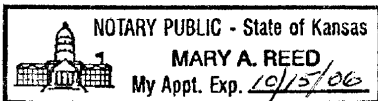
diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

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

*Michael Scott*

Michael Scott

Subscribed and sworn to before me this 23<sup>rd</sup> day of October, 2002.



*Mary A. Reed*  
Notary Public

My Commission Expires: *October 15, 2006*

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

**ILLINOIS BELL TELEPHONE COMPANY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
MICHIGAN BELL TELEPHONE COMPANY  
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE  
COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY,  
THE OHIO BELL TELEPHONE COMPANY,  
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL  
TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND  
TELEPHONE COMPANY, SOUTHWESTERN BELL TELEPHONE, L.P.  
D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR  
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN  
SUBJECT INDEX**

<b><u>SUBJECT</u></b>	<b><u>APPENDIX</u></b>
General Terms & Conditions .....	GT&C-13 STATE
800 Database .....	800-13STATE
Physical Collocation .....	PHYSICAL COLLOCATION-13STATE
Virtual Collocation .....	VIRTUAL COLLOCATION-13STATE
Direct.....	DIRECT-13STATE
Directory Assistance .....	DA-13STATE
Directory Assistance Listing.....	DAL-13STATE
Emergency Services.....	911-13STATE
Merger Conditions .....	MERGER CONDITIONS-13STATE
Interconnection Trunking Requirements .....	ITR-13STATE
Inward Assistance Operator Services .....	INW-13STATE
Alternate Billed Services .....	ALTERNATE BILLED SERVICES-13STATE
Network Interconnection Methods .....	NIM-13STATE
Number Portability.....	NP-13STATE

Numbering .....	NUMBERING-13STATE
Operator Services .....	OS-13STATE
Operations Support Systems – Resale and UNE .....	OSS-13STATE
Reciprocal Compensation .....	RECIPROCAL COMPENSATION-13STATE
Recording .....	RECORDING-13STATE
Resale .....	RESALE-13STATE
Signaling System 7 .....	SS7-13STATE
Structure Access .....	SA-13STATE
Unbundled Network Elements .....	UNE-13STATE
White Pages .....	WP-13STATE
Clearinghouse .....	CH-12STATE
Hosting .....	HOSTING-12STATE
Digital Subscriber Line .....	DSL-12STATE
Line Information Database-Administration .....	LIDB-AS-12STATE
Line Information and CNAM Service .....	LINE INFORMATION/CNAM SERVICE-12STATE
Performance Measurements .....	PERFORMANCE MEASUREMENTS-11STATE
Billing, Collection, and Remittance .....	BCR-5 STATE
Wireless .....	WIRELESS-4STATE (OKAT)
Connecticut Pricing .....	PRICING-CT
Connecticut Pricing Schedule - UNE .....	PRICING SCHEDULE-UNE-CT
Connecticut Pricing Schedule – Collocation Services .....	PRICING SCHEDULE-COLLO-CT
Connecticut Pricing Merger Promotion Template .....	PRICING MERGER – CT
Connecticut Schedule UNE Combo .....	UNE COMBO-CT
Kansas Emergency Services Exhibit 1 .....	911-KS
Kansas Pricing .....	PRICING-KS
Kansas Pricing Schedule - UNE .....	PRICING SCHEDULE-UNE-KS
Kansas Pricing Schedule – Collocation Services .....	PRICING SCHEDULE-COLLO-KS
Kansas Pricing Merger Promotion Template .....	PRICING MERGER-KS
Kansas Schedule UNE Combo .....	UNE COMBO-KS
Missouri Emergency Services Exhibit 1 .....	911-MO
Missouri Pricing .....	PRICING-MO
Missouri Pricing Schedule - UNE .....	PRICING SCHEDULE-UNE-MO

Missouri Pricing Schedule – Collocation Services .....	PRICING SCHEDULE-COLLO-MO
Missouri Pricing Merger Promotion Template .....	PRICING MERGER-MO
Missouri Schedule UNE Combo .....	UNE COMBO-MO
Ohio Pricing .....	PRICING-OH
Ohio Pricing Schedule - UNE .....	PRICING SCHEDULE-UNE-OH
Ohio Pricing Schedule – Collocation Services .....	PRICING SCHEDULE-COLLO-OH
Ohio Pricing Merger Promotion Template .....	PRICING MERGER-OH
Ohio Schedule UNE Combo .....	UNE COMBO-OH

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

**between one or more of**

**Illinois Bell Telephone Company,  
Indiana Bell Telephone Company Incorporated,  
Michigan Bell Telephone Company d/b/a Ameritech  
Michigan, Nevada Bell Telephone Company d/b/a  
SBC Nevada Bell Telephone Company,  
The Ohio Bell Telephone Company,  
Pacific Bell Telephone Company d/b/a SBC Pacific Bell  
Telephone Company, The Southern New England  
Telephone Company, Southwestern Bell  
Telephone, L.P. d/b/a Southwestern Bell Telephone  
Company, Wisconsin Bell, Inc. d/b/a Ameritech  
Wisconsin**

**and**

**AMERICAN FIBER SYSTEMS, INC.**

**TABLE OF CONTENTS**

1.	DEFINITIONS .....	6
2.	INTERPRETATION, CONSTRUCTION AND SEVERABILITY.....	27
3.	NOTICE OF CHANGES – SECTION 251(C)(5).....	32
4.	GENERAL RESPONSIBILITIES OF THE PARTIES.....	32
5.	EFFECTIVE DATE, TERM, AND TERMINATION .....	36
6.	END USER FRAUD .....	38
7.	ASSURANCE OF PAYMENT .....	40
8.	BILLING AND PAYMENT OF CHARGES .....	43
9.	NONPAYMENT AND PROCEDURES FOR DISCONNECTION.....	49
10.	DISPUTE RESOLUTION.....	54
11.	AUDITS – APPLICABLE IN <u>SBC-12STATE</u> ONLY .....	58
12.	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES .....	61
13.	LIMITATION OF LIABILITY.....	61
14.	INDEMNITY .....	63
15.	PERFORMANCE MEASURES.....	68
16.	INTELLECTUAL PROPERTY.....	68
17.	NOTICES.....	69
18.	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS.....	70
19.	NO LICENSE.....	71
20.	CONFIDENTIALITY .....	71
21.	INTERVENING LAW .....	72
22.	GOVERNING LAW .....	73
23.	REGULATORY APPROVAL.....	73

24.	CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION .....	74
25.	COMPLIANCE AND CERTIFICATION .....	75
26.	LAW ENFORCEMENT .....	76
27.	RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR .....	77
28.	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY .....	77
29.	ASSIGNMENT.....	77
30.	DELEGATION TO AFFILIATE .....	78
31.	SUBCONTRACTING .....	78
32.	RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....	79
33.	FORCE MAJEURE.....	80
34.	TAXES .....	81
35.	NON-WAIVER .....	83
36.	NETWORK MAINTENANCE AND MANAGEMENT.....	83
37.	SIGNALING.....	84
38.	TRANSMISSION OF TRAFFIC TO THIRD PARTIES .....	85
39.	CUSTOMER INQUIRIES .....	85
40.	EXPENSES .....	86
41.	CONFLICT OF INTEREST.....	86
42.	SURVIVAL.....	86
43.	SCOPE OF AGREEMENT .....	86
44.	AMENDMENTS AND MODIFICATIONS .....	87
45.	IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES.	87
46.	APPENDICES INCORPORATED BY REFERENCE.....	88
47.	AUTHORITY.....	92

48. COUNTERPARTS .....92

49. ENTIRE AGREEMENT .....92



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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), is dated as of \_\_\_\_\_, 2002 by and between one or more of the ~~SBC Communications Inc. owned ILEC's~~ Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company<sup>1</sup>, and Wisconsin Bell, Inc. d/b/a Ameritech 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, American Fiber Systems, Inc. (CLEC), (a Delaware corporation), shall apply to the state(s) of Connecticut, Kansas, Missouri, and Ohio.

**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 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, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the 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, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company (a Texas limited partnership), Wisconsin

<sup>1</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, doing business as Southwestern Bell Telephone Company ("SWBT").