



**Lisa Creighton Hendricks**  
Senior Attorney

**State External Affairs**  
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Overland Park, KS 66251  
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lisa.c.creightonhendricks@mail.sprint.com

October 16, 2003

Office of the Secretary  
ATTN: Data Center  
Missouri Public Service Commission  
200 Madison Street, Suite 650  
Jefferson City, Missouri 65102

Re: The Master Interconnection and Resale Agreement By and Between Sprint Missouri, Inc. and American Fiber Network, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Dear Mr. Secretary:

Please find enclosed for filing with the Commission the Application of Sprint Missouri, Inc. d/b/a Sprint for Approval of a Master Interconnection and Resale Agreement which is being filed electronically this date. Copies of the electronic filing will be sent via FedEx to the Office of Public Counsel and the Office of General Counsel today. I would appreciate your filing the same and returning a file-stamped copy of the Application to me.

In addition, correspondence to American Fiber Network regarding this application may be directed to Robert E. Heath, Executive Vice President, American Fiber Network, Inc., 9401 Indian Creek Parkway, Suite 140, Overland Park, Kansas 66210.

If you have any questions or comments, please do not hesitate to contact me at (913) 315-9363.

Very truly yours,

Lisa Creighton Hendricks

LCH:mkj  
Enclosures

cc: Parties of Record

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

|  |   |                |
|--|---|----------------|
| In Re: The Master Interconnection and        | ) |                |
| Resale Agreement By and Between Sprint       | ) | Case No. _____ |
| Missouri, Inc. and American Fiber Network,   | ) |                |
| Inc. Pursuant To Sections 251 and 252 of the | ) |                |
| Telecommunications Act of 1996               | ) |                |

**APPLICATION OF SPRINT MISSOURI, INC. FOR APPROVAL OF  
A MASTER INTERCONNECTION AND RESALE AGREEMENT**

COMES NOW, Sprint Missouri, Inc, d/b/a Sprint (hereinafter "Sprint") and hereby files its Application for Approval of a Master Interconnection and Resale Agreement between Sprint Missouri, Inc. d/b/a Sprint and American Fiber Network, Inc. pursuant to the Telecommunications Act of 1996 (the Federal Act). In support of its application, Sprint states as follows:

**I. APPLICANT**

Sprint is a Missouri corporation with offices at 319 Madison, Jefferson City, Missouri 65102. Sprint is authorized to transact business within the State of Missouri and is authorized by the Missouri Public Service Commission ("Commission") to provide basic local and interexchange telecommunications service within the state.

Sprint was originally incorporated in Missouri in 1929 as The United Telephone Company. A restatement of its certification was received in Case No. TA-88-87. Sprint has received all necessary Commission and Secretary of State's Office approvals for subsequent name changes and is a corporation in good standing in the State of Missouri.

Evidence of proper name registrations was most recently provided to this Commission in Case No. TO-97-53 (Re: United Telephone Company of Missouri's Adoption Notice Designed to Change the Company's Name to United Telephone

Company of Missouri d/b/a Sprint) and Case No. TO-98-107 (Application of United Telephone Company of Missouri d/b/a Sprint for Approval of Name Change to Sprint Missouri, Inc.). Sprint requests that the information in those cases be incorporated herein by reference. To Sprint's knowledge there are no overdue assessments or annual reports nor are there any pending actions or final unsatisfied judgments or decisions against it involving customer service or rates occurring within the last three years.

## **II. MASTER INTERCONNECTION AND RESALE AGREEMENT**

Sprint presents to the Missouri Public Service Commission (Commission) its application pursuant to the terms of the Federal Act. The parties entered into the Master Interconnection and Resale Agreement (the Agreement) dated May 22, 2003. The Agreement consists of the Master Interconnection and Resale Agreement for the State of Missouri entered into by and between Comm South Companies, Inc. d/b/a Missouri Comm South, Inc. and Sprint Missouri Inc. dated August 30, 2002, which was approved by this Commission on August 21, 2003 in Case No. TK-2003-0540. There are no outstanding issues related to the Agreement between the parties which require the assistance of mediation or arbitration.

## **III. STANDARD FOR REVIEW**

The statutory standard of review under Section 252(e) of the Act states:

- (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) under subsection (a) if it finds Grounds for Rejection. The State commission may only reject.

(A) an agreement (or any portion thereof) adopted by negotiation 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...

Applicant further states that the Agreement is consistent with the public interest, convenience and necessity in that it allows for full and fair competition and greater choice for the consumer. The Applicant further states that the Agreement does not discriminate against other carriers not a party to the Agreement as the terms of the Agreement are equally available to any other carrier.

#### **IV. REQUEST FOR APPROVAL**

Sprint seeks the Commission's approval of the Agreement consistent with the provisions of the Federal Act. Both parties believe 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 increases customer choices for telecommunications services.

Sprint and American Fiber Network respectfully request that the Commission grant approval of the Agreement, without change, suspension or other delay in its implementation.


**V. MISSOURI LEGISLATION**

The negotiated and executed Agreement is consistent with the Missouri Legislation, Senate Bill No. 507, which became effective on August 28, 1996.

**VI. CONCLUSION**

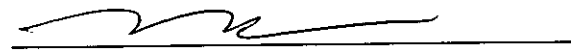
WHEREFORE, for the foregoing reasons, Applicant prays that the Commission approve the Master Interconnection and Resale Agreement between Sprint Missouri, Inc., and American Fiber Network, Inc.

Respectfully submitted,

  
Lisa Creighton Hendricks - MO Bar #42194  
6450 Sprint Parkway  
MS: KSOPHN0212-2A253  
Overland Park, Kansas 66251  
Voice: 913-315-9363  
Fax: 913-523-9829  
[Lisa.c.creightonhendricks@mail.sprint.com](mailto:Lisa.c.creightonhendricks@mail.sprint.com)

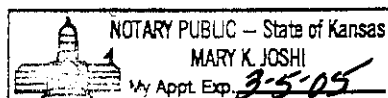
**VERIFICATION**

I, Lisa Creighton Hendricks, an attorney and duly authorized representative of Sprint Missouri, Inc. hereby verify and affirm that I have read the foregoing Application of Sprint Missouri, Inc., d/b/a Sprint For Approval of an Interconnection Agreement, and that the statements contained therein are true and correct to the best of my information and belief.

  
Lisa Creighton Hendricks

Subscribed and sworn to before me on this 16 day of October, 2003.

  
Notary Public



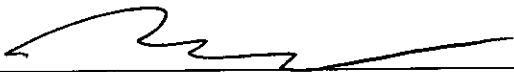
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 16 day of OCTOBER, 2003, a copy of the above and foregoing and any attachments were served by U.S. Mail, postage prepaid and or email or facsimile to each of the following:

Office of the Public Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101

Robert E. Heath  
Executive Vice President  
American Fiber Network, Inc.  
9401 Indian Creek Parkway, Suite 140  
Overland Park, Kansas 66210

Office of the General Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101

  
\_\_\_\_\_  
Lisa Creighton Hendricks

## **Master Interconnection and Resale Agreement**

This Master Interconnection and Resale Agreement ("Agreement") between American Fiber Network, Inc. (herein "CLEC") and Sprint Missouri, Inc. (herein "Sprint"), collectively "the Parties" is entered into and effective this 22nd day of May, 2003, for the State of Missouri.

NOW THEREFORE, the parties agree as follows:

The Parties agree that this Agreement shall supercede and replace in full any and all prior agreements, written and oral, between CLEC and Sprint. The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Missouri entered into by and between Comm South Companies, Inc. d/b/a Missouri Comm South, Inc., and Sprint Missouri, Inc., dated August 30, 2002. That Agreement shall herein be referred to as the "Adopted Agreement". The Parties further agree the Adopted Agreement is hereby amended as follows:

### **TERM:**

This agreement shall be in force for the period commencing with the date set forth above and continuing through August 29th, 2004.

### **TERMS AND CONDITIONS:**

1. Paragraph 3.3. of the Adopted Agreement shall be replaced with:  
3.3. On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be renegotiated in good faith to reflect such Amended Rules. Should the Parties be unable to reach agreement with respect to the appropriate modifications to this Agreement within thirty (30) days, either party may invoke the Dispute Resolution provisions of this Agreement.

**2. Paragraph 19.1. of the Adopted Agreement shall be replaced with:**

**19.1. Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:**

**If to CLEC:**

**Robert E. Heath  
Executive VP  
American Fiber Network, Inc.  
9401 Indian Creek Pkwy, Suite 140  
Overland Park, KS 66210**

**If to Sprint:**

**Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM010-3A453  
Overland Park, KS 66251**

**3. The Parties agree that Section 66.2.1. of the Adopted Agreement is hereby replaced in full by the following Section 66.2.1.:**

**66.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.**

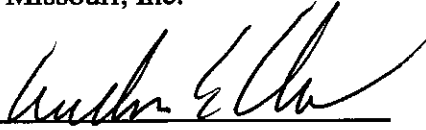
**PARTIES:**

**American Fiber Network, Inc. is hereby substituted in the Adopted Agreement for Comm South Companies, Inc. d/b/a Missouri Comm South, Inc. Sprint Missouri, Inc. shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.**



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

Sprint Missouri, Inc.

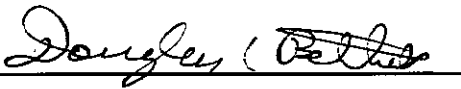
By: 

Name: William E. Cheek

Title: President – Wholesale Markets

Date: 5/21/03

American Fiber Network, Inc.

By: 

Name: Douglas C. Bethell

Title: CEO/President

Date: May 21, 2003