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Rodney L. Joyce, Esq.
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August 15, 2002

BY FEDERAL EXPRESS

Mr. Dale Hardy Roberts, Chief
Regulatory Law Judge/Secretary
Missouri Public Service Commission
200 Madison Street
Post Office Box 360
Jefferson City, MO 65102

FILED³

AUG 16 2002

**Missouri Public
Service Commission**

Re: Application of AGL Networks, LLC
for Certificate for Private Line Exchange
and Interexchange Service Authority
(Case No. _____)

Dear Mr. Roberts:

Enclosed for filing is the original and 14 copies of the application referred to above. One copy of this cover letter and application also is being deposited today in the first class U.S. mail system addressed to:

Office of Public Counsel
200 Madison Street, Suite 650
Post Office Box 7800
Jefferson City, MO 65102

Please date-stamp the extra copy of this filing to reflect the date that it is accepted for filing, and then return the stamped copy to me in the enclosed pre-addressed and stamped envelope.

Respectfully submitted,



Rodney L. Joyce
Counsel for AGL Networks, LLC

RLJ:kr
Enclosures

cc: Office of Public Counsel (w/enc.)

Before the
MISSOURI PUBLIC SERVICE COMMISSION
Jefferson City, MO 65102

FILED³

AUG 1 6 2002

Missouri Public
Service Commission

In the Matter of)
)
APPLICATION OF AGL NETWORKS, LLC)
for Certificate of Private Line Exchange and)
Interexchange Service Authority)

Case No. _____

APPLICATION

AGL Networks, LLC ("AGLN" or "Applicant") hereby applies for a certificate for private line exchange and interexchange authority in accordance with Sections 392.410 and 392.420 of the Missouri Revised Statutes and Section 24-2.060 of the Commission's Rules. In the paragraphs that follow, AGLN provides all information that is required by Rule 24-2.060. For convenience, we provide the required information in the same order as requested in the Rule.

1. Applicant's full name, mailing address, telephone number, fax number, and e-mail address are as follows:

AGL Networks, LLC
817 West Peachtree, NW
P. O. Box 4569
Atlanta, GA 30302-4569
(tel. no.) 404-584-4300
(fax no.) 404-584-3479
(email address:) kcox@aglresources.com

2. Applicant was formed August 15, 2000 as a Delaware limited liability company. A copy of the authorization to conduct business in Missouri issued by the Missouri Secretary of State is attached as Att. No. 1.

3. Applicant plans to deploy metropolitan fiber optic networks in Missouri and will lease and sell the dark fiber, innerduct and conduit that comprise these networks to end users and telecommunications service providers. In the future, Applicant may use these networks to provide exchange and interexchange private line (*i.e.*, non-switched) service.

4. The name, title, address and telephone number of the person to whom correspondence, communications, and orders and decisions of the Commission are to be sent is as follows:

Kevin Cox – Director of Business Development
AGL Networks, LLC
817 West Peachtree, NW
P. O. Box 4569
Atlanta, GA 30302-4569
(tel. no.) 404-584-3548
(fax no.) 404-584-3479

5. Applicant has neither any pending legal actions nor any final unsatisfied judgments or decisions against it issued within the last three years from any state or federal agency or court which involve customer service or rates.

6. No annual report or assessment fees required by the Missouri Public Service Commission are overdue.

7. Applicant requests that it be classified as a competitive telecommunications company.

8. The services that Applicant proposes to provide are listed in number 3 above.

9. A copy of the form tariff under which the Applicant will provide exchange and interexchange private line service in Missouri when such services are initiated is attached as Att.

2. Applicant will file its final tariff based on the attached form at least 45 days before it initiates the provision of exchange or interexchange private line service.

10. Applicant requests that the Commission waive application of the following rules and statutes:

Statutes

| | |
|---------------|--|
| 392.210.2 | (uniform system of accounts) |
| 392.240 (1) | (just and reasonable rates) |
| 392.270 | (ascertain property values) |
| 392.280 | (depreciation accounts) |
| 392.290 | (issuance of securities) |
| 392.300.2.1.1 | (acquisition of stocks) |
| 392.310 | (issuance of stock & debt) |
| 392.320 | (stock dividend payment) |
| 392.330 | (issuance of security debts and notes) |
| 392.340 | (reorganizations) |

Rules

| | |
|-----------------------|---------------------------------------|
| 4CSR 240-10.020 | (depreciation fund income) |
| 4CSR 240-30.010(2)(C) | (rate schedules posted) |
| 4CSR 240-30.040 | (uniform system of accounts) |
| 4CSR 240-33.030 | (informing customers of lowest price) |

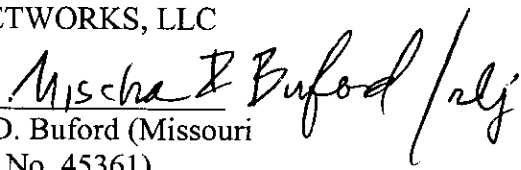
Waiver is justified in this case since enforcement of these requirements against a new entrant like Applicant serves no useful purpose. For this reason, the Commission routinely waives application of these statutes and rules to all competitive carriers that request a waiver.

The Commission should grant the foregoing application for certificate since the Applicant is qualified to hold a certificate and since its entry into the telecommunications market will promote additional competition.

Respectfully submitted,

AGL NETWORKS, LLC

By:


Mischa D. Buford (Missouri
Bar No. 45361)

Shook, Hardy & Bacon, LLP
10801 Mastin, Suite 1000
Overland Park, Kansas 66210-1671

Of counsel:

Rodney L. Joyce (District of Columbia
Bar No. 268888)
Shook, Hardy & Bacon, LLP
600 14th Street, N.W., Suite 800
Washington, DC 20005-2004
(202) 783-8400

August 15, 2002

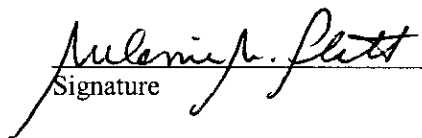
**Before the
MISSOURI PUBLIC SERVICE COMMISSION
Jefferson City, MO 65102**

In the Matter of)
)
APPLICATION OF AGL NETWORKS, LLC)
for Certificate of Private Line Exchange and)
Interexchange Service Authority)

Case No. _____

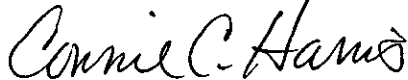
DECLARATION

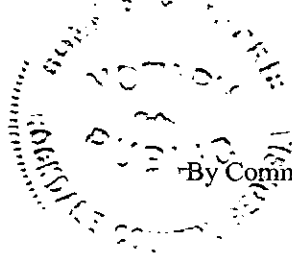
1. I am an officer of AGL Networks L.L.C. and have authority to make this declaration.
2. I have reviewed the Application of AGL Networks, L.L.C. for Certificate of Private Line Exchange and Interexchange Service Authority, and I hereby affirm that the information contained therein is accurate and complete to the best of my knowledge, information, and belief.


Signature

Senior Vice President
Printed Name and Corporate Title

Subscribed and sworn to before me this 13 day of August, 2002





By Commission expires Notary Public, Rookdale County, Georgia
My Commission Expires March 17, 2006

ATT. 1

No. FL0064432

STATE OF MISSOURI



Matt Blunt
Secretary of State

CERTIFICATE OF REGISTRATION
FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,
AGL NETWORKS, LLC

using in Missouri the name
AGL NETWORKS, LLC

and existing under the laws of the State of DELAWARE
has filed with this state its application for registration and
WHEREAS this application for registration conforms to the
Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the
State of Missouri, by virtue of authority vested in me by law,
do certify and declare that on the 29th day of APRIL, 2002,
the above Foreign Limited Liability Company is duly authorized
to transact business in the State of Missouri
and is entitled to any rights granted
Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
29th day of APRIL, 2002.

A handwritten signature in cursive script that reads "Matt Blunt".

\$105.00

Secretary of State



ATT. 2

AGL Networks, L.L.C.
Mo. PSC No. 1

Original Title Page

**LOCAL EXCHANGE PRIVATE LINE SERVICE
AND INTEREXCHANGE PRIVATE LINE SERVICE**

Issued: _____, 200_

Effective: _____, 200_

AGL Networks, L.L.C.
617 West Peachtree, N.W.
Atlanta, GA 30302-4569

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SEC 1. APPLICATION OF TARIFF

1.1 General

This tariff contains regulations, rates and charges applicable to the provision of local exchange and interexchange private line service provided by the Company to Customers. The tariff shall be governed and interpreted according to the laws of Missouri.

1.2 Regulations

1.1.1 Explanation of Symbols

The following symbols apply to this tariff.

- (C) - To signify changed regulation.
- (D) - To signify delete or discontinued rate or regulation.
- (I) - To signify change resulting in an increase to a rate.
- (M) - To signify moved from another tariff location.
- (N) - To signify new rate or regulation.
- (R) - To signify reduction in rate.
- (S) - To signify matter appearing elsewhere or repeated for clarification.
- (T) - To signify a change in text but no change in rate or regulation.
- (V) - To signify vintage tariff.
- (Z) - To signify a correction.

1.1.2 Provision of Service

The provision of such service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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1.3 Tariff Format

- 1.3.1 Page Numbering: Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. When a new page is added between existing pages, a decimal is added to the new page. For example, a new page between existing pages 14 and 15 would be 14.1.
- 1.3.2 Page Revision Numbers: The version number of a page appears in the upper right hand corner of that page directly below the page number of that page. Because of various suspension periods, deferrals, etc., the most current version number of a page on file is not always in effect.

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SEC. 2. REGULATIONS

2.1 Undertaking the Company

2.1.1 Description of Company's Service

The Company's service provides a dedicated Channel between two or more Points of Termination supporting a transmission rate selected by Customer. Service is available to non-residential customers only and is provided in a non-discriminatory manner. Service prices are determined on an individual case basis, are set to recover the Company's costs of providing service, and will be made available to Commission staff on a proprietary basis upon request.

2.1.2 Scope

- (A) The Company does not undertake to transmit messages under this tariff.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) The Company does not warrant that its facilities or service meet standards other than those set forth in this tariff.
- (E) The Company will not provide service to a Customer if it is not technically feasible to do so using existing facilities.

2.1.3 Limitations

- (A) The Customer may not assign or transfer the use of service provided under this tariff; however, where there is no interruption of use or relocation of service, such assignment or transfer may be made to:
 - (1) another Customer, provided the assignee or transferee assumes all outstanding indebtedness for such service and the unexpired portion of the service term and the termination liability applicable to such service, if any; or

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- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the service term and the termination liability applicable to such service, if any.
- (B) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. All regulations and conditions contained in this tariff shall apply to such assignee or transferee. The assignment or transfer of service does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- (C) The use of services provided under this tariff shall be in accordance with this tariff and with Company policies.

2.1.4 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (F) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance for a service interruption.
- (B) The Company is not liable for any act or omission of any other carrier providing a portion of a service provided under this tariff or any equipment or facility used by the Company in providing such service.
- (C) The Company is not liable for damages to any Premises where service is provided resulting from the installation or removal of equipment and associated wiring unless the damage is caused by the Company's negligence.

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Atlanta, GA 30302-4569

- (D) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of service offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright;
 - (2) Claims for patent infringement; or
 - (3) All other claims arising out of any act or omission of the Customer in the course of using a service provided pursuant to this tariff.
- (E) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of service offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (F) The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the credit allowance for a service interruption as set forth in 2.4.3 following.

2.1.5 Maintenance of Service

Facilities and equipment used to provide service shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any such equipment or facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

2.1.6 Changes and Substitutions

The Company may, where such action is reasonably required in the operation of its business, A) substitute, change or rearrange any equipment or facilities used in providing service under this tariff, B) change the operating or maintenance characteristics of equipment or facilities, or C) change operating procedures. The

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Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-furnished equipment or facilities used in connection with such service obsolete or requires modification or alteration thereof or otherwise affects use or performance of such equipment or facilities. If the substitution, change or rearrangement will materially affect the operating characteristics of such Customer-provided facilities or equipment, the Company will provide reasonable notification to Customer in writing and will provide reasonable time for any redesign and implementation required by the change or rearrangement.

2.1.7 Refusal and Discontinuance of Service

If Customer fails to comply with any term of this tariff, including its obligation to make any payment on the dates and times herein specified, the Company may refuse additional applications for service and may discontinue the provision of the service arrangement to which the payment liability applies. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. The Company will terminate service for nonpayment of an amount due only after giving Customer a written notice of intention to terminate in the absence of payment of the past due amount within five days.

2.1.8 Notification of Service-Affecting Activities

The Company will provide Customer with reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance.

2.2 Use of Service

2.2.1 Interference or Impairment

- (A) Facilities or equipment provided by someone other than the Company which are associated with the facilities utilized to provide service may not interfere with or impair service over any facilities or equipment of the Company or any other carrier providing a portion of such service or any equipment or facility used by the Company in providing service and, with respect to such other carrier, may not cause damage to its plant, impair the privacy of any communications carried over its equipment and facilities, or create hazards to its employees or to the public.

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- (B) If any such equipment or facilities are not in accordance with (A) preceding, the Company will, where practicable, notify Customer that temporary discontinuance of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue the use of service if such action is reasonable under the circumstances. In case of such temporary discontinuance, Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.3 following is not applicable.

2.2.2 Unlawful Use

Service provided under this tariff shall not be used for an unlawful purpose.

2.3 Obligations of Customer

2.3.1 Damages

Customer shall reimburse the Company for damages to the Company's equipment or facilities utilized to provide any service under this tariff caused by the negligence or willful act of Customer, or resulting from Customer's improper use of such equipment or facilities, or due to malfunction of any such facilities or equipment provided by someone other than the Company. The Company will, upon reimbursement for damages, cooperate with Customer in prosecuting a claim against the person causing such damage, and Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Equipment and Facilities

Equipment and facilities furnished by the Company to provide service under this tariff shall remain the property of the Company.

2.3.3 Equipment Space and Power

Customer shall furnish the Company at no charge with such equipment space and electrical power inside its Premises as is necessary for the Company to provide such service. Customer shall also make all arrangements necessary for the Company to have access to such spaces at reasonable times for installing, testing, maintaining, repairing or removing service.

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Atlanta, GA 30302-4569

2.3.4 Availability for Testing

All facilities used in connection with service provided under this tariff, including any equipment or facilities owned or controlled by Customer inside its Premises, shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the service in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the service provided under this tariff, any equipment or facility provided by Customer.
- (B) Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation operation, maintenance, or removal of any equipment or facilities connected to the Company's service provided under this tariff but not provided by the Company, including, without limitation, workmen's compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over such facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate such equipment or facilities with the service provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of Customer, its officers, agents or employees.
- (C) Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by Customer or third parties arising out of any act or omission of Customer or its authorized agents in the course of using service provided under this tariff.

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2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Charges

- (A) The Company shall bill on a current basis all charges incurred by and credits due to Customer under this tariff attributable to service established or discontinued during the preceding billing period except that any charges imposed by the federal, state or local government may be billed in arrears.
- (B) Full payment on all bills provided to Customer by the Company is due 31 days after the bill day and is payable in Immediately Available Funds.
- (C) If such payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If any portion of the payment is received by the Company after the payment date (*i.e.*, 31 days after the billing date), or if any portion of the payment is received by the Company in funds which are not Immediately Available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times the highest interest rate allowed by law.

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Effective: _____, 200__

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- (D) A billing dispute concerning any charges billed to Customer by the Company can be initiated by Customer either in writing or by telephone. If the billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) preceding. If the billing dispute is resolved in favor of Customer, no late payment penalty will apply to the disputed amount. Customers who are unsatisfied with the Company's handling of a billing dispute may contact the Commission for assistance. The Commission shall have jurisdiction to review all billing disputes.

2.4.2 Service Period

The term of service shall be agreed to by Customer and Company in writing in advance of the initiation of service. When service is discontinued by Customer prior to expiration of the term of service, Customer shall be liable for the total monthly charges for the remainder of the service term.

2.4.3 Credit Allowance for Service Interruption

(A) General

Service is interrupted when it becomes unusable to Customer because of a failure of a facility used to furnish service. An interruption period starts when the Company is notified by the Customer that the service is inoperative and ends when the service is operative.

(B) When a Credit Allowance Applies

No credit shall be allowed for an interruption of service of less than 30 minutes. When service is interrupted for 30 minutes or more, credit is allowed for the portion of the service affected in one-half hour multiples for each one-half hour period or fraction thereof of interruption. The amount of credit is the proportionate part of the monthly charge, based on 24-hour daily service. The length of interruption shall be measured from the time Company personnel are notified by Customer of the interruption. The credit allowance for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of Customer.
- (2) Interruptions due to the failure of equipment or facilities provided by Customer or others.
- (3) Interruptions during any period in which the Company is not afforded access to a Premises where the service is terminated.
- (4) Interruptions of service when Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for implementation of an order to change in the service.
- (5) Periods when Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(D) Temporary Surrender of Service

In certain instances, Customer may be requested by the Company to surrender service for purposes other than maintenance, testing or activity relating to a service order. If Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.4 Title or Ownership Rights

The payment of rates and charges by Customer for service does not assign, confer or transfer title or ownership rights to equipment or facilities developed or utilized by the Company in the provision of such service.

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AGL Networks, L.L.C.
617 West Peachtree, N.W.
Atlanta, GA 30302-4569

2.5 Miscellaneous

- 2.5.1 The Company provides service as an competitive telecommunications company.
- 2.5.2 The Company provides service subject to all requirements imposed by Missouri law and Commission rules except the following statutes and rules whose application to the Company the Commission has waived:

Statutes

| | |
|-------------|------------------------------|
| 392.210.2 | (uniform system of accounts) |
| 392.240 (1) | (just and reasonable rates) |
| 392.270 | (ascertain property values) |
| 392.280 | (depreciation accounts) |
| 392.290 | (issuance of securities) |
| 392.300.2 | (acquisition of stocks) |
| 392.310 | (issuance of stock & debt) |
| 392.320 | (stock dividend payment) |
| 392.330 | (issuance of security) |
| 392.340 | (reorganizations) |

Rules

| | |
|----------------------|---------------------------------------|
| 4CSR 240- 240.010 | (depreciation fund income) |
| 4CSR 240- 30.010 | (rate schedules posted) |
| 4CSR 240- 240.010 | (uniform system of |
| 4CSR 240- 33.030 | (informing customers of lowest price) |

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AGL Networks, L.L.C.
617 West Peachtree, N.W.
Atlanta, GA 30302-4569

2.6 Definitions

Certain terms used in this tariff are defined as follows:

Business Day -- the times of day that a company is open for business. Generally, in the business community these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, business day hours for the Company may vary based on Company policy.

Channel -- a fiber optic communications path between two Points of Termination designated by Customer.

Company -- AGL Networks, L.L.C.

Customer -- any partnership, association, joint-stock company, trust, corporation, governmental entity or other similar entity which subscribes to service offered under this tariff.

Immediately Available Funds -- funds which are available for use by the receiving party on the same day on which they are received.

Point of Termination -- a single point of demarcation within a Premises at which the Company's responsibility for the provision of service ends.

Premises -- the building or buildings in which Customer requests service under this tariff.

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