

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

DOCKET FILE COPY ORIGINAL

In the Matter of

Application by SBC Communications Inc.,
Southwestern Bell Telephone Company,
and Southwestern Bell Communications
Services, Inc. d/b/a Southwestern Bell Long
Distance for Provision of In-Region,
InterLATA Services in Oklahoma

CC Docket No. 97-121

To: The Commission

**APPLICATION BY SBC COMMUNICATIONS INC., SOUTHWESTERN BELL
TELEPHONE COMPANY, AND SOUTHWESTERN BELL LONG DISTANCE FOR
PROVISION OF IN-REGION, INTERLATA SERVICES IN OKLAHOMA**

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**SOUTHWESTERN BELL
OKLAHOMA § 271 APPLICATION**

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INTERCONNECTION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

**BROOKS FIBER COMMUNICATIONS
OF TULSA, INC.**

AND

**BROOKS FIBER COMMUNICATIONS
OF OKLAHOMA, INC.**

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

JOINT APPLICATION OF SOUTHWESTERN BELL)
TELEPHONE COMPANY, BROOKS FIBER)
COMMUNICATIONS OF OKLAHOMA, INC., AND) CAUSE NO. PUD 960000256
BROOKS FIBER COMMUNICATIONS OF TULSA,)
INC., FOR APPROVAL OF INTERCONNECTION)
AGREEMENT PURSUANT TO § 252(e) OF THE) ORDER NO.
TELECOMMUNICATIONS ACT OF 1996) **406237**

HEARING: October 7, 1996
Before Robert E. Goldfield, Administrative Law Judge

APPEARANCES: Roger K. Toppins, Attorney
Southwestern Bell Telephone Company
J. Fred Gist and Edward J. Cadieux, Attorneys
Brooks Fiber Communications of Oklahoma, Inc. and
Brooks Fiber Communications of Tulsa, Inc.
Rick D. Chamberlain and Mickey S. Moon
Assistant Attorneys General
Office of the Attorney General, State of Oklahoma
Nancy Thompson, Attorney
Sprint Communications Company L.P.
Ronald E. Stakem, Attorney
MCI Telecommunications Corporation
Cece Wood, Assistant General Counsel
Public Utility Division, Oklahoma Corporation Commission

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

The Corporation Commission (the Commission) of the State of Oklahoma being regularly in session and the undersigned Commissioners being present and participating, there comes on for consideration and action the Joint Application of Southwestern Bell Telephone Company (SWBT), Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc. (Brooks), requesting the Commission to approve an interconnection agreement reached by negotiation of the parties.

The parties' application was filed in this case on August 30, 1996. Attached to the application was an interconnection agreement executed between the parties on August 29, 1996. The interconnection agreement resulted from negotiations between the parties pursuant to the federal Telecommunications Act of 1996 and the Commission's local competition rules, OAC 165:55-17-1, et seq., which were adopted earlier this year. The SWBT/Brooks interconnection agreement is the first agreement submitted to the Commission for approval under the federal law and the Commission's new local competition rules.

A hearing was conducted on October 7, 1996, with all parties present. Under the federal law (Section 252(e)) and the Commission's rules (OAC 165:55-17-7(e)), the Commission may only reject an interconnection agreement, or any portion thereof, adopted by negotiation under Section 252(a) of the federal act, if the Commission finds that: (i) the agreement (or portions thereof) discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of the agreement or portion is not consistent with the public interest, convenience and necessity.

L. Bruce Sparling, Director-Competitive Assurance for SWBT, testified in support of the application. Mr. Sparling sponsored prefiled testimony he filed on September 27, 1996. In that testimony, which was admitted without objection, Mr. Sparling, who participated in the negotiation of the interconnection agreement, testified that the agreement does not discriminate against any telecommunications carrier not a party to the agreement. This is demonstrated by the fact that the agreement complies with the anti-discriminatory intent of the federal act. For example, the access and interconnection provided under the Agreement provide non-discriminatory access to network elements in accordance with the requirements of Sections 251(c)(3) and 252(d)(1) of the Act. The Agreement sets out terms and conditions in Appendix UNC for SWBT to provide unbundled network components requested by Brooks which could include loop, loop

cross connect, switch port, local switching, and local switch transport. These are available at technically feasible points on a non-discriminatory basis.

The Agreement specifically provides nondiscriminatory access to local loop transmission from the central office to the customer's premises, unbundled from local switching or other services. The negotiated price for a 2-wire, analog, 8 db loop was set at \$17.63 per month (subject to true-up and refund provisions should lower loop prices become available under Section 252(i) of the Act) plus specific non-recurring charges which are applicable when Brooks establishes service. The terms and conditions are included in Appendix UNC. Two alternative cross connects are provided depending on the particular method Brooks chooses to extend the loops to their switching facilities. These prices are set out in the price schedule in the Agreement.

The Agreement also provides nondiscriminatory access to local transport from the trunk side of SWBT's switch unbundled from switching or other services. Appendix UNC sets out terms and conditions for local switch transport to and from SWBT's network within a pre-defined local calling scope on a per minute of use basis. The rates would be generally available at the time Brooks elected to use this unbundled element.

The Agreement also provides nondiscriminatory access to local switching unbundled from transport, local loop transmission, or other services. Appendix UNC provides the terms and conditions for two elements which in combination provide local switching. The switch port is the central office switch interface hardware providing access to switching functions which is available on a recurring monthly charge basis. The local switching element provides call processing and switching in a SWBT switch and is available on a per minute of use basis. The rates would be generally available at the time Brooks elected to use these unbundled elements.

The Agreement also provides nondiscriminatory access to data bases and associated signaling necessary for call routing and completion in Section IV and Appendix LIDB along with Section VI and Appendix SS7. Each party is responsible for programming and updating its own switches to recognize and route traffic to the other party's assigned NXX codes. Brooks agrees that it will input all required data necessary to update the Local Exchange Routing Guide (LERG), but also has the option to request SWBT to update the LERG for Brooks for a specified fee. The Agreement also provides for nondiscriminatory access to SWBT's Line Information Data Base (LIDB) services pursuant to tariff and prescribes additional terms and conditions upon which SWBT will provide database administration to store Brooks' line/billing records in SWBT's LIDB. The Agreement also sets forth the terms and conditions under which SWBT agrees to provide to Brooks certain Common Channel Signaling and Signaling System 7 (CCS/SS7) Interconnection Services (SS7 IC Service) and the terms under which Brooks agrees to accept such SS7 IC Service. Examples of services are Local and IntraLATA Call Set-Up Signaling, IXC Call Set-Up Signaling, Easy Options®, 800 Data Base Access, and LIDB Validation Service Access. Any services beyond actual network interconnection will be provided by amendment to the Agreement, by separate agreement, or by tariff, whichever is applicable.

The Agreement also provides nondiscriminatory access to operator call completion service. Section VI and Appendix OS set out the rates, terms and conditions for call completion services. A variety of rate options are specified under the completed billable call basis for compensation for each of the various call types for 1-year or 2-year, 3-year, or 5-year agreements. These are consistent with other agreements currently in place with other LECs, and the terms of this Agreement are available to other requesting telecommunications carriers as provided in Section XXIV.

The Agreement also provides nondiscriminatory access to directory assistance services to allow Brooks' customers to obtain telephone numbers. Section VI and Appendix DA set out the rates, terms and conditions for local DA, toll DA, intraLATA foreign NPA DA, and directory assistance call completion (DACC). These are consistent with other agreements currently in place with other LECs, and the terms of this Agreement are available to other requesting telecommunications carriers as provided in Section XXIV.

The Agreement also provides nondiscriminatory access to white pages directory listings for customers of Brooks' telephone exchange service consistent

with OAC 165:55-7-1 and the Act. Section VI and Appendix WP of the Agreement specify the rates, terms and conditions for nondiscriminatory access to white pages directory listing and distribution services. A per book price delivered, a subsequent delivery price, an additional book price, and an additional information page price for the Oklahoma City and Tulsa directories are established.

The Agreement also provides nondiscriminatory access to 911 and E911 services. Section VI and Appendices 911 and RESALE set out the rates, terms and conditions for the service. The responsibilities of the parties are set out, and the parties agree to adopt and comply with standard industry operating methods and practices.

The Agreement also provides nondiscriminatory access to telephone numbers for assignment to Brooks' telephone exchange service customers. Section IV(B) provides, to the extent SWBT serves as Central Office Code Administrator, SWBT will work with Brooks in a neutral and nondiscriminatory manner, consistent with regulatory requirements, in regard to Brooks' requests for assignment of central office code(s) (NXX).

The Agreement also provides nondiscriminatory access to such services or information as are necessary to allow Brooks to implement local dialing parity in accordance with the requirements of Section 252(b)(3). Section VI of the Agreement specifies that SWBT agrees that local dialing parity will be available to Brooks. SWBT also agrees to make intraLATA parity available in accordance with Section 271(e) of the Act.

The Agreement provides non-discriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT at just and reasonable rates in accordance with the requirements of Section 224 of the Federal Act. Section VII provides that the parties will negotiate a stand alone agreement upon request for non-discriminatory access to poles, ducts, conduits, and rights-of-way they own or control. Also, Appendix RF sets out terms and conditions under which the parties will make available access to riser space, duct space, terminal closet space and other space necessary for the placement of riser cable in or between multi-unit buildings where a party owns or controls such space. Reasonable cost-based rates for copper riser conductors and administrative costs are set out in this Appendix.

Mr. Sparling also testified that the agreement complies with the public interest requirement of Section 252(e) of the Act and OAC 165:55-12-7(e). In support of this, Mr. Sparling testified that the access and interconnection provided under the Agreement allow seamless interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1) of the Act. With regard to 251(c)(2)(A), (B) and (C), interconnection with SWBT's local exchange network for the transmission and routing of telephone exchange service and exchange access is described in Section II of the Agreement and the related appendices. The interconnection transmission facilities and trunking arrangements are at technically feasible points as described therein. The quality of the facility and trunking arrangements are equal to those utilized by SWBT for interconnection.

With regard to Sections 251(c)(2)(D) and 252(d)(1), the rates, terms and conditions for network interconnection methods are described in Appendix NIM. These negotiated interconnection rates, terms, and conditions are just, reasonable, and nondiscriminatory. Additionally, the Agreement is designed to allow for adjustments to more favorable rates, terms, and conditions which could become available in the future (see Section XXIV).

The Agreement also provides for reciprocal compensation arrangements for the efficient exchange of traffic in accordance with the requirements of Section 252(d)(2). Section III sets out the terms and conditions regarding compensation for delivery of traffic. The Agreement classifies traffic for the purposes of compensation as either Local traffic, Through-put traffic, IntraLATA Interexchange traffic or InterLATA Interexchange traffic. Calls which originate and terminate within the same SWBT exchange area (per SWBT tariffs) or within SWBT exchanges which share a common mandatory local calling scope will be classified as local for the purposes of compensation. The reciprocal local interconnection rate for the termination of local traffic is \$0.012 per minute of use.

A reciprocal compensation rate for Through-put traffic applies to all minutes of use between local exchange service providers which traverse the billing party's tandem switch, but which neither originate with, nor terminate to that party's end user. This rate is \$0.003 per minute of use.

The Agreement provides that calls not classified as local shall be treated as interexchange for intercompany compensation purposes. The reciprocal compensation for termination of intraLATA interexchange traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service including Carrier Common Line (CCL) as set forth in each party's intrastate access tariff. Compensation for origination and termination of interLATA interexchange traffic will be by Meet-Point Billing (MPB) arrangements established to provide Switched Access Services to IXCs via a SWBT access tandem switch. MPB will also apply to all traffic bearing the 900, 800 and 888 NPAs.

Should Brooks want to efficiently serve customers beyond the scope of its own facilities or beyond the scope of exchanges where it has arranged for unbundled network elements from SWBT, the Agreement makes telecommunications services available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Act. Appendix RESALE provides that certain SWBT services are available for resale under certain terms and conditions. SWBT's Resale Product Lists for Business and Residence in the Agreement summarize the retail products available for resale and the applicable avoided cost discounts from tariffed recurring and nonrecurring rates. These lists specify the Oklahoma discount of 15.4%.

In keeping with the aim of seamless interoperability, the Agreement also provides interim telecommunications number portability through remote call forwarding. Section IX and Appendix PORT provide for reciprocal interim number portability (INP) arrangements under specific terms and conditions. Recurring and nonrecurring prices are set out for the remote call forwarding arrangement. The parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Agreement provides that, to the extent such an order is issued which specifically directs different treatment of INP related payments made between the parties, the parties will true-up all such payments to reflect the order.

Mr. Sparling testified that the parties had corrected several typographical errors contained in the agreement filed with the application on August 30, 1996. Those corrections are contained in a revised copy of the interconnection agreement which was admitted into the record, without objection, as Exhibit 12.

On questioning from the Administrative Law Judge and Ms. Wood, Mr. Sparling testified that the terms and conditions contained in the agreement would be available to other similarly situated telecommunications carriers, but that they were not binding on any other carrier.

Findings and Conclusions

Based upon its review of the application and attached affidavits, the interconnection agreement, as revised by the parties on October 7, 1996, and the testimony and evidence introduced at the hearing on October 7, 1996, the Commission finds:

1. That the interconnection agreement is consistent with Section 252(e) of the Telecommunications Act of 1996 and OAC 165:55-17-7(e) in that the agreement does not discriminate against a telecommunications carrier not a party to the agreement and that the agreement is consistent with the public interest, convenience and necessity;
2. That the provisions of the agreement are consistent with the anti-discriminatory intent of the federal Act and the Commission's rules as fully and specifically described in the prefiled testimony of Mr. Sparling (pages 4 to 8); and

3. That the provisions of the agreement are consistent with the, pro-competitive, public aims of the federal Act and the Commission's rules as fully described in the prefiled testimony of Mr. Sparling (pages 9 to 11).

Order

IT IS THEREFORE THE ORDER OF THE CORPORATION COMMISSION of the State of Oklahoma that the interconnection agreement, as revised, reached through negotiations between SWBT and Brooks is hereby approved.

OKLAHOMA CORPORATION COMMISSION



CODY GRAVES, Chairman

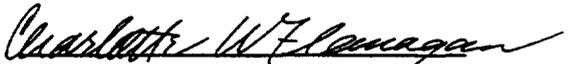


BOB ANTHONY, Vice Chairman



ED APPLE, Commissioner

DONE AND PERFORMED THIS 22 DAY OF OCTOBER, 1996, BY ORDER OF THE COMMISSION:



CHARLOTTE W. FLANAGAN, Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing Findings and Order are the Report and Recommendations of the Administrative Law Judge.



ROBERT E. GOLDFIELD
Administrative Law Judge

October 14, 1996
Date

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

JOINT APPLICATION OF SOUTHWESTERN)
BELL TELEPHONE COMPANY, BROOKS)
FIBER COMMUNICATIONS OF OKLAHOMA,)
INC., AND BROOKS FIBER COMMUNICATIONS)
OF TULSA, INC., FOR APPROVAL OF)
INTERCONNECTION AGREEMENT PURSUANT)
TO § 252(e) OF THE TELECOMMUNICATIONS)
ACT OF 1996.)

FILED

AUG 30 1996

COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA

CAUSE NO. PUD 960 **000256**

**JOINT APPLICATION FOR APPROVAL
OF INTERCONNECTION AGREEMENT**

COMES NOW Southwestern Bell Telephone Company (SWBT), Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc., (Brooks), hereinafter "Applicants," and hereby file this Joint Application for Approval of Interconnection Agreement (the Agreement), pursuant to § 252(e) of the Telecommunications Act of 1996 (the Federal Act) and OAC 165:55-17-1, *et seq.*, between SWBT and Brooks, and state as follows:

I. Parties

Applicants are Southwestern Bell Telephone Company (SWBT), with its principal offices in Oklahoma located at 800 North Harvey, Oklahoma City, Oklahoma 73102; Brooks Fiber Communications of Oklahoma, Inc., with its principal offices in Oklahoma located at

210 West Park Avenue, Suite 2230, Oklahoma City, Oklahoma 73102, and Brooks Fiber Communications of Tulsa, Inc., with its principal offices in Oklahoma located at 4500 S. 129th Avenue East, Suite 185, Tulsa, Oklahoma 74145 (Brooks). SWBT is authorized to provide intrastate intraLATA telecommunications services in Oklahoma. Brooks is authorized to provide interstate switched services and non-switched private line services in Oklahoma, and intrastate non-switched private line services and switched services in certain areas in Oklahoma.

II. Allegations of Fact.

Applicants present to this Commission for approval an agreement that is believed to be the first Agreement in the State of Oklahoma negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment II) and OAC 165:55-17-1, *et seq.* After weeks of intensive good faith negotiations addressing hundreds of complex issues involved in such an agreement, the parties executed the Interconnection Agreement between SWBT and Brooks on August 29, 1996, filed herewith, together with various schedules, exhibits and appendices incorporated therein. All issues have been successfully negotiated and agreed upon. Therefore, no arbitration of any issue is required.

Applicants seek the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and OAC 165:55-17-1, *et seq.* Both parties believe that the

implementation of this Agreement complies fully with § 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 for interconnectivity between the Applicants' respective networks and will lead to increased customer choices for telecommunications services once Brooks' proposed tariffs, pending before the Commission in other dockets, are approved.

Applicants respectfully request 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 negotiations and compromise between competitors, and the parties believe that procedures for review of the Agreement should be designed to permit expeditious implementation thereof, and that interventions should be strictly limited consistent with the scope of review specified by the Federal Act and the Commission's applicable rules.

The applicable standard of review is set forth in § 252(e) of the Federal Act and has been substantively adopted by this Commission in OAC 165:55-17-7(e). Section 252(e) 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;

The affidavits of Robert E. Stafford, Division Manager - Regulatory and Industry Relations for SWBT, and Edward S. Cadieux, Director of Regulatory Affairs-Central Region for Brooks, establish that the Agreement submitted herein satisfies these standards. (Affidavits, Attachment I.)

III. Legal Authority

The Commission is vested with requisite authority pursuant to Article IX, § 18 of the Oklahoma Constitution, 17 O.S. § 131, *et seq.*, OAC 165:55, *et seq.*, and 47 U.S.C. § 252(e).

IV. Relief Sought

WHEREFORE, Applicants respectfully request that the Commission approve the Interconnection Agreement between SWBT and Brooks, and such additional relief as the Commission deems proper and reasonable.

Respectfully submitted,



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ATTORNEYS FOR SOUTHWESTERN BELL
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-- and--



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100 North Broadway, Suite 2900
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ATTORNEYS FOR BROOKS FIBER
COMMUNICATIONS OF OKLAHOMA,
INC. and BROOKS FIBER
COMMUNICATIONS OF TULSA, INC.

CERTIFICATE OF MAILING

On this 30th day of August, 1996, a true and correct copy of the foregoing was hand-delivered to:

Maribeth Snapp
Deputy General Counsel
Oklahoma Corporation Commission
Jim Thorpe Building
Oklahoma City, OK 73105

Rick Chamberlain
Office of the Attorney General
112 State Capitol Building
Oklahoma City, OK 73105



BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

JOINT APPLICATION OF SOUTHWESTERN)
 BELL TELEPHONE COMPANY, BROOKS)
 FIBER COMMUNICATIONS OF OKLAHOMA,)
 INC., AND BROOKS FIBER COMMUNICATIONS)
 OF TULSA, INC., FOR APPROVAL OF)
 INTERCONNECTION AGREEMENT PURSUANT)
 TO § 252(e) OF THE TELECOMMUNICATIONS)
 ACT OF 1996.) CAUSE NO. PUD 96_____

AFFIDAVIT OF ROBERT E. STAFFORD

STATE OF OKLAHOMA)
) ss:
 COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, on the 30th day of August, 1996, personally appeared Robert E. Stafford, Division Manager - Regulatory and Industry Relations of Southwestern Bell Telephone Company (SWBT) who, upon being duly sworn on oath, deposed and said the following:

1. My name is Robert E. Stafford. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Division Manager - Regulatory and Industry Relations for SWBT, and I have knowledge concerning the Interconnection Agreement between Southwestern Bell Telephone Company and Brooks Fiber Communications of Oklahoma, Inc. and Brooks Fiber Communications of Tulsa, Inc. (Brooks) on behalf of SWBT. I have personal knowledge of the provisions of the Agreement. Since March 1996, the parties have continued diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on August 29, 1996.
2. The Interconnection Agreement, together with its schedules, exhibits and appendices incorporated therein, are an integrated package and are the result of good faith arm's-length negotiation and compromise between competitors.

3. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. Once Brooks has effective tariffs, the Interconnection Agreement will allow the exchange of traffic between SWBT and Brooks, furthering the transition of telecommunications competition in the State of Oklahoma, a policy which has been advocated by this Commission and the United States Congress. The Agreement allows diversity in providers, provides for interconnectivity and increases customer choices for telecommunications services.
4. This Interconnection Agreement is pro-competitive in that it allows for Brooks to compete with SWBT as a provider of local exchange service. The Interconnection Agreement allows Brooks' customers to be able to make and receive local telephone calls to the same extent as they could in receiving local telephone service from SWBT, including the ability to have their names listed in the Southwestern Bell white pages, access to 911 with no disparity in dialing, and an ability to place and receive alternatively billed calls.
5. Implementation of the Interconnection Agreement will provide end users with additional choice for local telephone service subject to the same service quality standards and service capabilities as those required by the Commission's rules and which end users have traditionally come to expect from their local service provider.
6. This Interconnection Agreement does not discriminate against any telecommunications carriers. The Agreement is available to any similarly situated telecommunications service provider in negotiating a similar agreement.
7. The Interconnection Agreement provides Brooks access and interconnection to SWBT network facilities for the provision of telecommunications services to both residential and business customers. Further, such services will be offered either exclusively over Brooks' own facilities or predominantly over Brooks' facilities in combination with the resale of SWBT services.

Further affiant sayeth not.



ROBERT E. STAFFORD
Division Manager - Regulatory & Industry Relations

Subscribed and sworn to before me this 30th day of August, 1996.

Helen L. Scott

NOTARY PUBLIC

My Commission Expires:

August 28, 2000

AFFIDAVIT

THE STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS (COUNTY))

BEFORE ME, the undersigned notary public, appeared Edward J. Cadieux, Director, Regulatory Affairs - Central Region, Brooks Fiber Properties, Inc., (including its subsidiaries, Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc., hereinafter collectively referred to as "Brooks"), and being duly sworn, and upon his oath deposed and stated as follows:

1. My name is Edward J. Cadieux. I am over twenty-one (21) years of age, of sound mind, and fully qualified and competent to provide this Affidavit. I am Director, Regulatory Affairs - Central Region for Brooks Fiber Properties, Inc., (including its subsidiaries, Brooks Fiber Communications of Oklahoma, Inc., and Brooks Fiber Communications of Tulsa, Inc.).

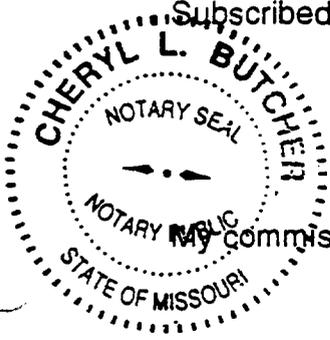
2. I hereby state and affirm that I am familiar with the Interconnection Agreement filed in this Cause by Southwestern Bell Telephone Company and Brooks ("the Agreement"); that the Agreement (or any portion thereof) does not, in any manner, discriminate against a telecommunications carrier not a party to the Agreement; and that the Agreement (or any portion thereof) is not inconsistent with the public interest.

3. I further state and affirm that expeditious approval of the Agreement will affirmatively promote the public interest by enabling Brooks to commence offering competitive switched intrastate services, including local exchange service, in the State of Oklahoma.

Edward J. Cadieux
Edward J. Cadieux

Subscribed and sworn to before me this 29th day of August, 1996.

Cheryl L. Butcher
Notary Public



My commission expires:

CHERYL L. BUTCHER
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES OCT. 11, 1997

ATTACHMENT II

PWD

960 000256

FILED

AUG 30 1996

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CORPORATION COMMISSION
OF OKLAHOMA

INTERCONNECTION AGREEMENT

between

**Brooks Fiber Communications of Tulsa, Inc., and
Brooks Fiber Communications of Oklahoma, Inc.**

and

Southwestern Bell Telephone Company

AGREEMENT

This Agreement is between Brooks Fiber Communications of Oklahoma, Inc., Brooks Fiber Communications of Tulsa, Inc., and Brooks Fiber Communications of Arkansas, Inc., (collectively referred to herein as "Brooks"), on the one hand, and Southwestern Bell Telephone Company ("SWBT"), on the other hand, (with Brooks and SWBT collectively referred to as, "the Parties") entered into this 29 day of August, 1996.

WHEREAS, the Parties wish to establish terms for interconnection for purposes of exchanging local, intraLATA interexchange and interLATA interexchange traffic pursuant to the Telecommunications Act of 1996 (the "Act"); and

WHEREAS, Brooks desires to provide local exchange service to residential and business end users and to wholesale customers through use of its own telephone exchange service facilities in combination with unbundled network elements, facilities and services of SWBT in the states of Oklahoma and Arkansas.

THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

Definitions of the terms used in this Agreement are listed in Appendix DEFINE, attached hereto and incorporated by reference.

II. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall provide for interoperation of their networks as stated below:

A. Parties shall interconnect their facilities as follows:

1. Brooks shall interconnect with SWBT's facilities as follows:

- a. In each SWBT exchange area in which Brooks chooses to offer local exchange service, Brooks, at a minimum, will interconnect its network facilities to (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) subtending that local tandem(s). SWBT End Offices ("EO") and tandems through which Brooks will terminate its traffic will be called Designated Connecting Offices ("DCOs") and are identified in Appendix DCO attached hereto and incorporated herein by reference. Subsequent changes in DCO designations consistent with the requirements of this provision (e.g., changes from local tandem to end offices subtending the local tandem) can be accomplished through mutual agreement of the Parties, which agreement shall not be unreasonably withheld. As Brooks initiates

exchange service operations in additional SWBT exchange areas, SWBT and Brooks shall agree upon additional DCOs in each new exchange area. Brooks agrees that if SWBT establishes additional tandems in an exchange area within which Brooks offers local exchange service, Brooks will interconnect to the additional tandems.

- b. Interconnection to a SWBT local tandem(s) will provide Brooks local access to the SWBT end offices and NXX's which subtend that tandem(s), and to other LSPs and LECs [subject to Section XII (Other Obligations of the LSP) which are connected to that tandem(s)]. Interconnection to a SWBT end office(s) will provide Brooks access only to the NXX's served by that individual end office(s) to which Brooks interconnects.
 - c. Interconnection to a SWBT access tandem will provide Brooks interexchange access to SWBT, Interexchange Carriers (IXCs), LECs and CMRS providers [subject to Section XII (Other Obligations of Brooks)] which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide Brooks access to SWBT's end offices with the same functionality described in (b) above.
 - d. Where Brooks requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E11) additional DCOs or special trunking will be required for interconnection to such ancillary services.
2. SWBT shall interconnect with Brooks's facilities under terms and conditions no less favorable than those identified in Section A, Paragraph 1, above, at points designated in Appendix DCO as follows:
- B. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties will use the following interconnection method for each tandem and EO identified in Appendix DCO. Technical parameters, descriptions and charges for that method is defined or referenced, as appropriate, in Appendix NIM (Network Interconnection Methods), which is attached hereto and made a part hereof.
1. For the LSP's local exchange areas, Brooks and SWBT agree to provide facilities and trunks from their respective offices to the NIP, as outlined in Appendix DCO, subject to the terms and conditions of the NIM and ITR Appendices. This arrangement will provide for connection between the appropriate SWBT tandems and Brooks facilities for the purpose of

terminating Brooks local, intraLATA, 911, Operator Services, and meet point billed interLATA trunks. These interconnection facilities will be utilized for SWBT trunks terminating to the Brooks switch, and for trunks terminating to the SWBT tandems.

2. SWBT will provide to Brooks at Brooks' request, virtual collocation at the same rates, terms, and conditions as FCC 73, Section 25.
 3. SWBT will provide to Brooks, at Brooks' request, physical collocation under the same terms and conditions available to similarly situated carriers at the time of such request.
 4. SWBT will provide to Brooks, at Brooks' request, SONET Based Interconnection ("SBI") whereby Brooks would provide fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located in the DCO at the DCO and dedicated solely for Brooks' use. SWBT would own and maintain the basic transmission equipment. For ease of drafting, this option shall be offered under terms and conditions which are consistent with SWBT's SBI tariff.
 5. Other interconnection methods as may be negotiated.
- C. In addition, the Parties agree to follow the interconnection and trunking requirements listed in Appendix ITR, which is attached hereto and made a part hereof.
- D. The Parties shall identify the V&H coordinates for each NIP. Appendix DCO which identifies the specific interconnection points agreed upon by the Parties is attached hereto and incorporated herein by reference.
- E. To the extent a Party provides only one switching facility in an exchange, such facility shall be treated as an end office for compensation purposes.

III. COMPENSATION FOR DELIVERY OF TRAFFIC

For purposes of compensation under this Agreement, the telecommunications traffic traded between the Parties shall be classified as either Local traffic, Through-put traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

Calls originated by one Party's end users and terminated to the other Party's end users shall be classified as local traffic under this Agreement if the call originates and terminates in the same SWBT exchange area (for illustrative purposes as defined and

described in SWBT tariffs), or originates and terminates within different SWBT exchanges which share a common mandatory local calling scope. Calls not classified as local under this Agreement shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree that they shall include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection. Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section XVIII (Verification Reviews). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls. Subject to the foregoing principles, the following compensation terms and conditions apply:

Moreover, with respect to calls originated by or terminated to Brooks end users that traverse SWBT's network and that either terminate to or originate from a subscriber to CMRS services, the Parties agree that compensation shall be governed by Appendix CELLULAR.

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. Reciprocal Compensation for Termination of Local Traffic

1. Applicability of Rates:

- a. The rates, terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.
- b. Brooks agrees to compensate SWBT for the termination of Brooks Local Traffic originated by Brooks end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein.

SWBT agrees to compensate Brooks for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to Brooks end users located within those exchanges referenced therein.

2. Local Interconnect Rates: **

	<u>Rate per Minute of Use</u>
Tandem and End Office Served Traffic*	\$0.012

Usage shall be measured up to the nearest tenth of a minute and cumulated to one minute increments for billing.

*Subject to direct end office trunking commitment contained in Appendix ITR.

**Agreed upon prior to release of FCC Order in Docket 96-98.

C. Reciprocal Compensation for "Through-put" Traffic

1. Applicability of Rates:

The Parties agree to compensate one another for the transport of "through-put" or (intermediate tandem) traffic which neither originates nor terminates on billing Party's network.

2. Rate Element:

A Tandem Through-put rate element applies to all minutes of use between local exchange service providers which traverse the billing Party's tandem switch, but which neither originate with, nor terminate to that Party's end user. This rate element includes compensation for tandem switching to connect local exchange service providers to third party providers, including CMRS providers. Charges are owed by the originating local exchange service provider. The local interconnect rate does not apply to such traffic.

3. Rates:

	<u>Rates Per Minute of Use</u>
<u>Tandem Through-put</u>	\$0.0030

D. Reciprocal Compensation for termination of IntraLATA Interexchange Traffic