SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202)424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022

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June 21, 1999

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Magalie Roman Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street S.W.
Washington, D.C. 20554

Re: Reply Comments of KMC Telecom Inc., CC Docket No. 99-142

Dear Ms. Salas:

Please find enclosed an original and one copy of the executed affidavit of Mr. Dewayne Fowler to replace the copy that was attached to KMC's reply comments filed on June 18, 1999 in the above-referenced proceeding. Should you have any questions concerning this filing, please do not hesitate to contact us.

Very truly yours,

Kathleen L Greenan /PSH

Patrick Donovan
Kathleen L. Greenan

Counsel for KMC Telecom Inc.

Enclosure

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of	)	
	)	
The Establishment of Rules to Prohibit	)	
the Imposition of Unjust, Onerous	)	CC Docket No. 99-142
Termination Penalties on Customers	)	
Choosing to Partake of the Benefits	)	
of Local Exchange Telecommunications	)	
Competition	)	

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AFFIDAVIT OF DEWAYNE FOWLER

I, Dewayne Fowler, being duly sworn, do hereby depose and state as follows:

1. I am an Account Executive for KMC Telecom Inc. ("KMC"). As an Account Executive, I market KMC's telecommunications services to prospective business customers in the Topeka, Kansas metropolitan area.

2. The majority of the prospective customers that I contact in the Topeka area currently receive their telecommunications services from Southwestern Bell Telephone Company ("SWBT").

3. Some of businesses that I contact have long-term contract service arrangements ("CSAs") with SWBT for some or all of their telecommunications services. In my experience, these contracts provide for substantial termination penalties against the customer if it elects to switch to a competing local exchange carrier, such as KMC, prior to the expiration of the contract period.

4. The provisions for calculating termination penalties in these SWBT CSAs are confusing to both myself and the SWBT customers. In many cases, the prospective customer must contact SWBT to request a calculation of these charges.

5. Because I know that CSAs typically include substantial termination penalties, I know that I will be unable to market successfully KMC's services to most businesses that have entered such agreements with SWBT.

6. Some representatives of the businesses that have CSAs with SWBT are not aware of the existence of the contract, or are aware of the contract but not of the provision for termination penalties. Therefore, I have often engaged in detailed conversations with these representatives and elicited considerable interest in KMC service from them, only later to have their interest withdrawn after their realization of the SWBT termination charges.

7. In one instance, a SWBT contract customer signed an agreement with KMC for the provision of telecommunications services. At that time, I believed that KMC would be able to assume the contract and that therefore the customer would not be liable for any termination penalties. Subsequently, I learned that a different KMC customer had been assessed termination penalties by an incumbent carrier under what I understood to be similar circumstances. Therefore, I recommended to my customer that it contact SWBT to inquire about the possibility of termination penalties. The customer contacted SWBT and learned that it would be assessed a penalty of 50% of the monthly charge for the remaining months on its contract. After I discussed this issue with the customer, we agreed that the customer would remain with SWBT for the duration of their contract. Were it not for the threat of the SWBT termination penalties, the customer would have switched immediately to KMC service.

8. Expansion into the contract service arrangement market is an important element in KMC's business plan. Unfortunately, KMC is confronted with a formidable barrier to entry in this market because SWBT has locked up nearly all of this market with its long-term contract service arrangements. Most of these contracts were signed at a time when the end-users did not have a meaningful choice of providers for their

telecommunications services. Therefore, the SWBT termination penalties have the effect of denying KMC a fair opportunity to compete in the contract telecommunications market.

I declare that the foregoing statements are true and correct based upon my knowledge, information, and belief.

Dewayne Fowler
Account Executive
KMC Telecom Inc.

Sworn to and subscribed before me this 18 day of June, 1999.

Notary Public Kendra Hodson
My Commission expires: 4-16-03

KENDRA HODSON
Notary Public - State of Kansas
My Appt. Expires 4-16-03