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

Application of American Communications	)		
Services, Inc. and Southwestern Bell	)		
Telephone Company for Approval of	)	Case No.	_
Interconnection Agreement Under the	)		
Telecommunications Act of 1996	)		
AFFIDAVIT OF CHADI	EC H N	J KALIENRACH	

## AFFIDAVIT OF CHARLES H.N. KALLENBACH

STATE OF MARYLAND	) .	
	)	SS
<b>COUNTY OF ANNE ARUNDEL</b>	)	

Before me, the Undersigned Authority, on the 2<sup>rd</sup> day of May, 1997, personally appeared Charles H.N. Kallenbach of American Communications Services, Inc. ("ACSI") who, upon being by me duly sworn on oath deposed and said the following:

- 1. My name is Charles H.N. Kallenbach. I am over the age of 21, of sound and mind and competent to testify to the matters stated herein. I am the Vice President Regulatory Affairs for ACSI, and I have knowledge concerning the Interconnection Agreement between Southwestern Bell Telephone Company and ACSI ("the Interconnection Agreement"). I have personal knowledge of the provisions of the Interconnection Agreement. After ACSI submitted a letter to SWBT requesting interconnection, the parties have diligently negotiated under the Telecommunications Act of 1996. These negotiations have culminated in an Interconnection Agreement which was executed on May 2, 1997.
- 2. The Interconnection Agreement, together with the attached Price List and Appendices incorporated therein are an integrated package and are the result of negotiation and compromise between competitors.
- 3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.
- 4. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. The Interconnection Agreement will allow the exchange of traffic between SWBT and ACSI, furthering the transition of telecommunications competition in the State of Missouri, a policy of Missouri and the United States. The Interconnection Agreement allows diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

- 5. This Interconnection Agreement does not discriminate against any telecommunications carrier. The Interconnection Agreement is available to any similarly situated local service provider in negotiating a similar Interconnection Agreement.
- 6. This Interconnection Agreement is consistent with the Missouri legislation which became effective on August 28, 1996.

Charles H.N. Kallenbach

Subscribed and sworn to me before this 2<sup>nd</sup> day of May, 1997.

Notary Public

My Commission Expires: 11.39-2000

KATHLEEN ROBINSON NOTARY PUBLIC STATE OF MARYLAND My Commission Expires November 29, 2000