

NEWMAN, COMLEY & RUTH

PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

MONROE BLUFF EXECUTIVE CENTER

601 MONROE STREET, SUITE 301

P. O. BOX 537

JEFFERSON CITY, MISSOURI 65102-0537

TELEPHONE: (573) 634-2266

FACSIMILE: (573) 636-3306

ROBERT K. ANGSTEAD
MARK W. COMLEY
CATHLEEN A. MARTIN
STEPHEN G. NEWMAN
JOHN A. RUTH
D. GREGORY STONEBARGER

April 12, 2000

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

FILED²

APR 12 2000

Missouri Public
Service Commission

Re: Missouri Comm South
Case No. TO-2000-451

Dear Judge Roberts:

Enclosed please find for filing with the Commission an original and five copies of Amendment No. 1 to the Interconnection Agreement by and between Southwestern Bell Telephone Company and Comm South Companies, Inc. dba Missouri Comm South. This amendment consists of the following pages:

Original Sheets 000001.1 through 000001.2 (These pages describe the provisions of the agreement being amended.)

Original Sheet 000001.3, replacing/canceling Original Sheet 000001

First Revised Sheets 000042, replacing Original Sheet 000042

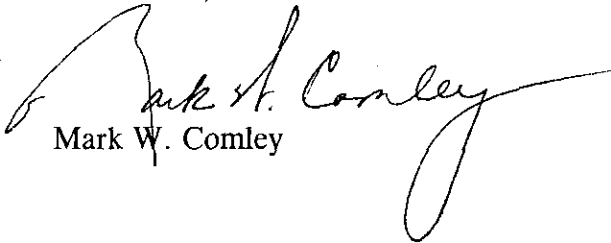
Original Sheets 000062 through 000066

Please contact me if you have any questions. Thank you.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley

MWC:ab

Enclosure

cc: Jaqualin Friend Peterson
Anthony K. Conroy
Bobby Glover

1A20000036

**AMENDMENT
TO MISSOURI INTERCONNECTION/RESALE AGREEMENT**

By and Between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

COMM SOUTH COMPANIES, INC. dba MISSOURI COMM SOUTH

The Interconnection Agreement ("the Agreement") by and Southwestern Bell Telephone Company ("TELCO") and Comm South Companies, Inc. dba Missouri Comm South ("CLEC") is hereby amended as follows:

(1) Addition of Appendix FCC Merger Conditions

(2) Table of Contents modified to add additional Appendix

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, contains a termination date specific to the FCC Appendix adopted into the Interconnection Agreement which may or may not be coterminous with the underlying Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission ("PUC") and shall become effective ten (10) days following approval by such PUC.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 3 day of December, 1999, by TELCO, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comm South Companies, Inc.
dba Missouri Comm South

Southwestern Bell Telephone Company

By: Chris Caffey
Title: VP, COO
Name: CHRIS CAFFEY
(Print or Type)

By: Larry B. Cooper
Title: President - Industry Markets
Name: Larry B. Cooper
(Print or Type)

On January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Board, 119 S. CT. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). By executing this amendment, SWBT does not waive any of its rights, remedies or arguments with respect to such decisions and any remands.

**RESALE AGREEMENT BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY
AND COMM SOUTH COMPANIES, INC.
TABLE OF CONTENTS**

I.	<u>DESCRIPTION AND CHARGES FOR SERVICES</u>	1
II.	<u>TERMS AND CONDITIONS FOR RESALE OF SERVICES</u>	3
	A. <u>Permitted Use of Resold Services by CLEC and Its End Users</u>	3
	B. <u>Use of SWBT Trademarks</u>	5
	C. <u>Network and Service Order Conditions</u>	5
III.	<u>ADDITIONAL SERVICES</u>	6
	A. <u>911/E911</u>	6
	B. <u>Dialing Parity</u>	6
	C. <u>White Page Directories: Listings, Distribution and Information Page</u>	7
	D. <u>Directory Assistance (DA)</u>	8
	E. <u>Operator Services (OS)</u>	8
	F. <u>Payphone Services</u>	9
IV.	<u>RESPONSIBILITIES OF SWBT</u>	9
V.	<u>ADDITIONAL RESPONSIBILITIES OF THE PARTIES</u>	11
	A. <u>Cooperation on Fraud</u>	11
	B. <u>Filing the Agreement</u>	11
VI.	<u>CHANGES IN SUBSCRIBER CARRIER SELECTIONS</u>	11
VII.	<u>ADDITIONAL RESPONSIBILITIES OF CLEC</u>	13
	A. <u>Payment of Rates and Charges</u>	13
	B. <u>Interfaces with SWBT</u>	17
	C. <u>Repair Contact Arrangements</u>	17
	D. <u>CLEC Operating Company Number (OCN)</u>	17
	E. <u>Special Service Arrangements</u>	17
	F. <u>DA/OS Branding</u>	17
VIII.	<u>NONEXCLUSIVITY</u>	19
IX.	<u>SUPPORT SYSTEMS SERVICES</u>	20
	A. <u>Support Systems Services</u>	20
	B. <u>Network Management Controls</u>	21
	C. <u>Law Enforcement and Civil Process</u>	21
X.	<u>CALL TRACE</u>	22

INDEX

EXHIBIT A

EXHIBIT B

EXHIBIT C

ATTACHMENT 1

APPENDIX OSS

APPENDIX FCC MERGER CONDITIONS

APPENDIX FCC MERGER CONDITIONS

000062

TABLE OF CONTENTS

1. MERGER CONDITIONS	3
2. DEFINED TERMS; DATES OF REFERENCE	3
3. INTENTIONALLY LEFT BLANK	4
4. INTENTIONALLY LEFT BLANK	4
5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES	4
6. INTENTIONALLY LEFT BLANK	4
7. INTENTIONALLY LEFT BLANK	4
8. PROMOTIONAL DISCOUNTS ON RESALE	4
9. INTENTIONALLY LEFT BLANK	4
10. INTENTIONALLY LEFT BLANK	4
11. INTENTIONALLY LEFT BLANK	5
12. CONFLICTING CONDITIONS	5
13. SUSPENSION OF CONDITIONS	5

APPENDIX FCC MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only "SBC" is defined as one of the following ILEC as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Nevada Bell, Pacific Bell, Southern New England Telephone Company, and Southwestern Bell Telephone Company.
- 1.2 SBC will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates or (2) the date SBC/Ameritech obligations cease under the FCC Merger Conditions

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
 - 2.2.1 the Merger Closing Date is October 8, 1999; and
 - 2.2.2 the offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. INTENTIONALLY LEFT BLANK

4. INTENTIONALLY LEFT BLANK

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC hereby eliminates in the SBC Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC also hereby eliminates in the SBC Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements

6. INTENTIONALLY LEFT BLANK

7. INTENTIONALLY LEFT BLANK

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 SBC will provide CLEC promotional resale discounts on telecommunications services that SBC provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix.

9. INTENTIONALLY LEFT BLANK

10. INTENTIONALLY LEFT BLANK

000065

11. INTENTIONALLY LEFT BLANK

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC/AMERITECH, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the Merger Agreement is terminated, or the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC after the date of such termination or order or finding. Thereafter, SBC's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.