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Southern Telcom Network, Inc.
719 HWY 5 North Suite C
Mountain Home, AR 72653

RECEIVED⁴

MAR 29 2005

Records
Public Service Commission

March 7, 2005

To: Missouri Public Service Commission
RE: Amendment to Agreement

COMES NOW SOUTHERN TELCOM NETWORK, INC., IN WITNESS WHEREOF,
with an Amendment to the Agreement between Southwestern Bell Telephone, L.P. d/b/a
SBC Missouri, respectfully requesting submission of said document to the Public Service
Commission of Missouri for filing.

Any questions can be directed to me, and I thank you in advance for your attention to
this matter.

Respectfully


Kathy Robins- Director of Operations
870.508.2000. ext. 222

**AMENDMENT TO
MISSOURI 271 INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
SOUTHERN TELCOM NETWORK, INC.**

The Missouri 271 Interconnection Agreement dated July 17, 2001 ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri¹ ("SBC Missouri") and Southern Telcom Network, Inc. ("CLEC") is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) Attachment 27: OSS (Access to Operations Support Systems and Related Functions), which is attached hereto and incorporated herein by this reference, shall be added to the Agreement in its entirety as Attachment 27, and shall supersede Attachments 2, 3, 7, and 8 of this Agreement.
- (2) UNE Schedule of Prices - The UNE Schedule of prices is hereby amended. The following lines and associated footnote 6 shall be deleted:

OSS

6	System Access	\$3,345.00	None	None
6	Remote Facility per port - Direct Connection	\$1,580.00	None	None
6	Remote Facility per port - Dial-up Connection	\$316.00	None	None

- (3) Appendix Services Pricing - The Appendix Services Pricing Appendix is hereby amended as follows:
 - 15.0 Price for access to Operational Support Systems (OSS) - is deleted and will be replaced with: Intentionally left blank
 - 15.1 The prices to access OSS are as follows: - is deleted and will be replaced with: Intentionally left blank
 - 15.1.1 through 15.1.4 - shall be deleted and will be replaced with: Intentionally left blank
- (4) The billing of the flat rate OSS Charge for System Access and Connectivity is billed on a monthly basis in arrears. For amendments with an effective date of the 1st through the 15th, billing will cease on the 1st of that same calendar month. For amendments with an effective date of the 16th through the 31st, billing will cease on the 1st of the next calendar month.
- (5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (6) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain pricing revisions in certain Appendices (referenced above) and specific language changes to terms and conditions as agreed by SBC ILEC and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes to terms and conditions contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227 (dated March 6, 2001). and (ii) therefore, no aspect of this Agreement other than the Agreed Changes (excluding any prices and pricing revisions) set forth

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

in this Amendment or any Other Agreed Changes (excluding any prices and pricing revisions) qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes, excluding any prices and pricing revisions, shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement or any other rights under the Agreement, including this Amendment and any other amendments to the Agreement (including intervening law or other rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof or other rights, including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the provisions. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- (7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (8) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 28 day of FEB March 2005, by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

Southern Telcom Network, Inc.

Signature: Kathy L. RobinsName: KATHY L. ROBINS

(Print or Type)

Title: DIRECTOR OF OPERATIONS

(Print or Type)

Date: 2/22/05

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by SBC Operations, Inc., its authorized agent

Signature: Mike AuinbauhName: Mike Auinbauh

(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: MAR 07 2005FACILITIES-BASED OCN # 5900ACNA SLUB



MAR 23 2005

Commissioners

JEFF DAVIS
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://www.psc.mo.gov>

WESS A. HENDERSON
Director, Utility Operations

ROBERT SCHALLENBERG
Director, Utility Services

DALE HARDY ROBERTS
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE
General Counsel

March 22, 2005

Southern Telcom Network, Inc.
Kathy Robins
P.O. Box 1161
Mountain Home, AR 72654

Re: Amendment to M2A Agreement

Dear Ms. Robins:

The Commission is returning the enclosed documents for the following reason(s).

- ☐ All pleadings must make reference to the statutory provision or other authority under which relief is requested. (Reference: 4 CSR 240-2.080 (3) – Pleadings, Filing and Service)
- ☐ All pleadings, unless filed pro se, must be filed by an attorney licensed to practice law in the State of Missouri. (Reference: 4 CSR 240-2.040 (5) – Practice Before the Commission (Supreme Court Rule 55.03))
- ☐ An attorney who is not licensed to practice in Missouri must retain local counsel and follow the provisions of 4 CSR 240-2.040 – Practice Before the Commission.
- ☐ All attorney signatures must be followed by the attorney's Missouri Bar number or similar designation from another state. (Reference: 4 CSR 240-2.080 – Practice Before the Commission (Supreme Court Rule 55.03))
- ☐ All applications for Certificates of Service Authority to provide Interexchange, Local Exchange or Basic Local Exchange service must contain a tariff bearing a 45-day effective date. (Reference: 4 CSR 240-3.510(C))
- ☐ An application of the type enclosed must include a Certificate of Good Standing and/or a registration of Fictitious Name from the Missouri Secretary of State's Office. (Reference: 4 CSR 240-2.060 (1)(B) and (E) – Applications)
- ☐ For an association, a list of its members must be included. (Reference: 4 CSR 240-2.060 (1)(J) – Applications)
- ☐ Territorial agreements must include an illustrative tariff as an exhibit. (Reference: 4 CSR 240-3.130(B) – Electric)
- ☐ 30 days' notice to the Commission is required as to every publication relating to telephone rates or service. (Reference: 4 CSR 240-3.545(18))

- ☐ Missouri Supreme Court Rule 6.01(m) Pro Hac Vice Fee. "An attorney seeking to appear pursuant to Rule 9.03 shall pay a fee of \$100 for each case in each court or administrative tribunal in which the attorney seeks to appear." A copy of the receipt shall be attached to the filing.
- ☐ Faxed or e-mailed filings are not acceptable. Please read below for other filing alternatives.

4 CSR 240-2.080(8)

- (A) Any person filing a pleading or brief shall file one paper original and eight paper copies of the pleading or brief.
- (B) An electronic copy of the pleading or brief as permitted elsewhere in these rules.

4 CSR 240-2.045

Any item or document otherwise required or permitted to be filed with the commission may be filed electronically by accessing the commission's Internet web site and following the instructions for electronic filing found there. (www.psc.mo.gov)

- ☒ **Other:** The amended pages must be filed along with the signature pages.

Requested or corrected information should be returned to:

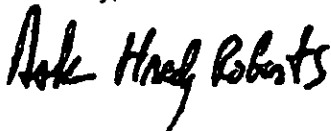
Missouri Public Service Commission
Secretary of the Commission c/o Data Center
P.O. Box 360
Jefferson City, MO 65102-0360.

Upon the discovery of a cause for rejection, our work on your documents was discontinued so that we could return these documents without delay. The list of deficiencies herein does not foreclose the possibility of other deficiencies. It is the sole responsibility of the filing party to ensure that documents submitted to the Commission meet the filing requirements of 4 CSR 240-2 and 4 CSR 240-3. These rules are readily available at <http://www.psc.state.mo.us/rules.asp>.

It is important to note that the Data Center performs the same function as the Circuit Clerk's office of the court. The Data Center has the authority to determine if a pleading appears to have satisfied the filing requirements of the Commission. Data Center employees cannot advise an applicant on matters concerning the practice of law.

Please contact the Deputy Secretary of the Commission, Kim Happy, at 573-751-7496 if you have questions regarding your returned documents.

Sincerely,



Dale Hardy Roberts, Chief Judge
Secretary of the Commission

Enclosure(s)