



NAVIGATOR TELECOMMUNICATIONS, LLC.

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August 12, 2003

RECEIVED⁴

AUG 13 2003

*Records
Public Service Commission*

The Honorable Dale Hardy Roberts
Secretary / Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102-0360

Re: Amendments to Southwestern Bell Telephone Company/Navigator Telecommunications, LLC.'s Interconnection Agreement ("M2A", adopted by Navigator and filed with the Commission on March 26, 2001)

Dear Judge Roberts,

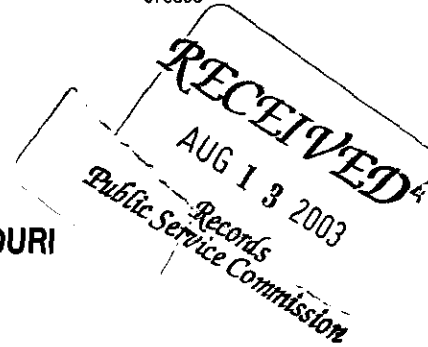
Enclosed please find an original and four (4) copies of two fully executed Amendments to the Interconnection Agreement between Southwestern Bell Telephone Company and Navigator Telecommunications, LLC. The first amendment reflects Navigator's decision to adopt the provisions contained in the UNE-P Non-Recurring Charge Amendment filed in Missouri between AT&T and Southwestern Bell. The second amendment adds Analog Line Port with Coin Identification to the UNE Appendix - Schedule of Prices and amends language in Attachment UNE. Navigator requests that these amendments be given expedited consideration so that the benefits can be implemented as soon as possible.

Please date stamp the enclosed extra copy of this cover letter and return it in the self-addressed, postage paid envelope provided. Please contact me at (501) 954-4051 if you have any questions about this filing. Thank you for your assistance with this matter.

Sincerely,

Michael McAlister
General Counsel
Navigator Telecommunications, LLC.
(501) 954-4051
mike@navtel.com

**AMENDMENT TO
MISSOURI M2A INTERCONNECTION AGREEMENT
by and between
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
NAVIGATOR TELECOMMUNICATIONS, L.L.C.**



The Missouri M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri¹ ("SBC Missouri") and Navigator Telecommunications, L.L.C. ("CLEC" or "Requesting Carrier") is hereby amended by this Amendment ("Amendment") as follows:

WHEREAS, CLEC submitted a Special Request under Section 2.22 of Attachment UNE – MO (M2A) to the Agreement for SBC Missouri to provide certain payphone coin attributes on unbundled local switching ports, and SBC Missouri responded;

WHEREAS, CLEC has decided to move forward with the Special Request and have SBC Missouri make available the "New LCCs" (as defined herein) for payphone/coin use only;

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, SBC Missouri will provide the New LCCs for use on the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and supersede any conflicting or inconsistent provisions in the Agreement, but only to the extent of such conflict or inconsistency.

2. INSERTION INTO APPENDIX UNE-MO (M2A)

Appendix UNE-MO (M2A) is amended to add the following paragraphs:

- 5.3.1.1.1 In Missouri, subject to payment of applicable charges, including those set

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 Texas as SBC Texas, in Arkansas as SBC Arkansas, in Kansas as SBC Kansas, in Missouri as SBC Missouri, and in Oklahoma as SBC Oklahoma.

forth in Sections 5.3.1.1.4 and 5.3.1.1.5, SBC Missouri will make available new Line Class Codes ("New LCCs") on SBC Missouri's switches serving Missouri as of the Amendment Effective Date (as defined in this Amendment) that provide an Analog Line Port with Coin Identification to allow for the identification of calls originating from payphones. Using the New LCCs, the Analog Line Port with Coin Identification will provide Flexible Automatic Number Identification (Flex ANI), and will populate Flex ANI's information indicator with the code(s) that identify the originating class of service as payphone/coin. The New LCCs will also provide the Analog Line Port with Coin Identification with Selected Class of Call Screening ("SCOCS"), which restricts all station paid toll calls from designated customer stations. By using TSPS operator identification, SCOCS will permit the restriction of outgoing toll calls from station users to only those calls which are charged to the called telephone number, a third number, or a credit card.

- 5.3.1.1.2 The New LCCs may be ordered and used only in conjunction with an Analog Line Port, and only when and for so long as the Analog Line Port is used to provide a payphone service by the CLEC or one of its customers.
- 5.3.1.1.3 All orders for Analog Line Port with Coin Identification, including without limitation those involving new combinations or for conversions, will be submitted manually until electronic ordering systems are available. The electronic SOC (Service Order Charge) will apply to all orders, manual and electronic. The following additional charges will apply for each existing retail or resold coin/payphone local exchange service or currently combined UNE-P to be converted to UNE-P using an Analog Line Port with Coin Identification: a Central Office Conversion Charge in Section 5.3.1.1.4, and a non-recurring Network Enhancement Charge in Section 5.3.1.1.5. The following additional charges will apply for each new UNE-P using Analog Line Port with Coin Identification: a Central Office Conversion Charge in Section 5.3.1.1.4, and a non-recurring Network Enhancement Charge in Section 5.3.1.1.5.
- 5.3.1.1.4 The "Central Office Conversion Charge" is a non-recurring, per-line charge of \$13.25 that applies whenever the New LCCs are added or removed from an Analog Line Port with Coin Identification.
- 5.3.1.1.5 In order to recover the costs of making the New LCCs available in SBC Missouri's thirty-three (33) Lucent 5E switches in Missouri, SBC Missouri shall charge CLEC and, when permitted, any other telecommunications carrier a non-recurring fee of \$1.37 for each Analog Line Port with Coin Identification in Missouri (the "Network Enhancement Charge"). In Missouri, the right to charge such fee shall expire as to CLEC on the earlier of (i) the 9,000th Network Enhancement Charge charged to CLEC under this Amendment, or (ii) the 28,952nd Network Enhancement Charge charged to telecommunications carriers, i, including whether to CLEC under this Amendment or, when permitted, to another telecommunications carrier.
- 5.3.1.1.6 This Agreement does not modify or otherwise affect the applicability of the FCC's rules and orders regarding payphones to the telecommunications

carrier, nor the responsibilities, obligations, and liabilities associated therewith, including without limitation those arising in "Implementation of the Pay Telephone Reclassification and Compensation Provision of the Telecommunications Act of 1996," CC Docket No. 96-128. By way of example and not limitation, when CLEC purchases an Analog Line Port with the New LCCs, the CLEC shall be the "Local Exchange Carrier" referred to in 47 C.F.R Section 64.1310(c) and (d), and shall be responsible for the payment of compensation (e.g., in some cases for non-sent paid calls carried and billed by the carrier purchasing ULS) and the provision of billing and other information to SBC Missouri and third parties to the extent required by and in accordance with the FCC's rules and orders.

Unless SBC Missouri and CLEC have otherwise mutually agreed to other arrangements for those non-sent paid calls carried by SBC Missouri which may be placed from a Analog Line Port, the CLEC will provide SBC Missouri with Automatic Number Identification (ANI) lists once each quarter, in accordance with the FCC rules and orders. CLEC agrees to accept per call compensation on behalf of the payphone service providers (PSPs) that CLEC serves using Analog Line Port with Coin Identification or otherwise. It is the CLEC's responsibility to keep accurate ANI information for payphone compensation, and provide such to SBC Missouri. SBC Missouri will issue a single check to CLEC representing total proceeds based upon the ANI lists provided by the CLEC. CLEC is solely responsible for dispersing those payphone compensation proceeds as required by law.

3. MISCELLANEOUS

- 3.1 This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with such Agreement. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 3.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 3.3 This Amendment constitutes the entire amendment to the Agreement with respect to the subject matter hereof, and supersedes all previous proposals, both verbal and written.
- 3.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3.5 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 dated March 23, 2001. This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SBC Missouri 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 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 Missouri Public

Service Commission Order dated March 23, 2001; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes 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"). The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

- 3.6 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 with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; 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/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). 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.
- 3.7 This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.
- 3.8 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the Amendment Effective Date.
- 3.9 The parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 6th day of August, 2003, 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.

Navigator Telecommunications, L.L.C.

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

By: [Signature]

By: [Signature]

Name: Kenrick LeDoux
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: VP- Engineering & CTO
(Print or Type)

Title: For/ President - Industry Markets

Date: July 31, 2003

Date: AUG 6 2003

FACILITIES-BASED OCN # 0525

ACNA _____

SOUTHWESTERN BELL TELEPHONE COMPANY /
NAVIGATOR TELECOMMUNICATIONS, LLC /
MISSOURI

ANALOG LINE PORT WITH COIN ID AMENDMENT

| Elements/Service | USOCs | MONTHLY RATE | Nonrecurring Rate First | Nonrecurring Rate Additional |
|---|-------|--------------|----------------------------|---------------------------------|
| Conversion Charge | | | | |
| Central Office Conversion Charge - Coin per line | NHCCV | None | \$ 13.25 | None |
| Coin Port | | | | |
| ACC - Private Coin - Flat - Two Way Zone 1 (Urban) | U6J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Flat - Two Way Zone 2 (Suburban) | U6J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Flat - Two Way Zone 3 (Rural) | U6J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Flat - Two Way Zone 4 (Urban Springfield) | U6J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Unbundled Measured - Two Way Zone 1 (Urban) | U7Q | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Unbundled Measured - Two Way Zone 2 (Suburban) | U7Q | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Unbundled Measured - Two Way Zone 3 (Rural) | U7Q | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coin - Unbundled Measured - Two Way Zone 4 (Urban Springfield) | U7Q | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - COPT - Unbundled - Flat - Two Way - Local Zone 1 (Urban) | U6Y | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - COPT - Unbundled - Flat - Two Way - Local Zone 2 (Suburban) | U6Y | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - COPT - Unbundled - Flat - Two Way - Local Zone 3 (Rural) | U6Y | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - COPT - Unbundled - Flat - Two Way - Local Zone 4 (Urban Springfield) | U6Y | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coinless - Unbundled - Outward - Inmate-Commission Zone 1 (Urban) | U1J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coinless - Unbundled - Outward - Inmate-Commission Zone 2 (Suburban) | U1J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coinless - Unbundled - Outward - Inmate-Commission Zone 3 (Rural) | U1J | \$ 3.35 | \$ 95.50 | \$ 85.50 |
| ACC - Private Coinless - Unbundled - Outward - Inmate-Commission Zone 4 (Urban Springfield) | U1J | \$ 3.35 | \$ 95.50 | \$ 85.50 |