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June 17, 2003

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

*RECEIVED<sup>2</sup>*

JUN 17 2003

*Records  
Public Service Commission*

Re: KMC Telecom III, LLC

Dear Judge Roberts:

On February 19, 2003, KMC Telecom III, LLC ("KMC") filed its Notice of Adoption of the Missouri 271 Interconnection Agreement ("M2A") of Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT").

KMC and SWBT have entered into three separate unnumbered Amendments (which I will refer to as Amendment Nos. 1, 2 and 3) to their interconnection agreement, an original and five copies of each of which I enclose for filing with your office.

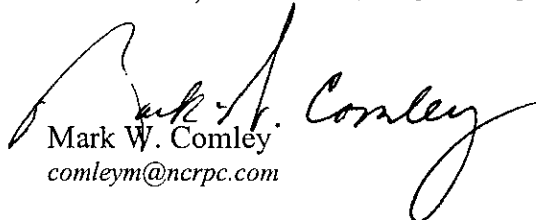
Amendment No. 1 pertains to the Reciprocal Compensation; Amendment No. 2 revises the UNE Remand Agreement; and Amendment No. 3 revises Appendix NIM of the Agreement, adding Section 8 entitled "Terminating Traffic Language."

Would you bring this filing to the attention of the appropriate Commission personnel. As always, if there are any questions, please contact me.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:

  
Mark W. Comley  
comley@ncrpc.com

MWC:ab  
Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
D. Randy Fontenot

AMENDMENT

to the

**INTERCONNECTION AGREEMENT – MISSOURI**

by and between

**SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC MISSOURI**

**AND**

**KMC TELECOM III, LLC**

The Interconnection Agreement ("the Agreement") by and between KMC TELECOM III, LLC ("KMC") and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> ("SBC Missouri") is hereby amended as follows:

**1.0. AMENDMENTS TO THE AGREEMENT**

**Appendix NIM of the Agreement is amended by adding the following:**

**8.0. Terminating Traffic Language**

- 8.1. SBC Missouri has opened the KMC NPA-NXX codes which are outlined in Exhibit A and will continue to use commercially reasonable efforts to open future NPA-NXX codes that are not assigned to a SBC Missouri Incumbent exchange ("out of area exchanges") for KMC on SBC Missouri's network.
- 8.2. Since KMC operates as a CLEC within SBC Missouri exchange areas and has a switch and/or a point of interconnection located within SBC Missouri exchange areas for the purpose of providing telephone exchange service and exchange access in such exchange areas, SBC Missouri will accept traffic at its tandem switch to or from out of area exchanges over local interconnection facilities currently in place, or that may be established, between the Parties up to a DS1 (24 DS0s) level of traffic. When such out of area traffic is Transit Traffic, as that term is defined in the Agreement, KMC agrees to establish direct end office trunks to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office for a period of one months. When such

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<sup>1</sup> Southwestern Bell Telephone, L.P.'s d/b/a in Missouri has been changed from "Southwestern Bell Telephone Company" to "SBC Missouri."

out of area traffic is Local Traffic that is exchanged between the end users of KMC and SBC Missouri, the Parties agree to establish direct end office trunks as specified in the Parties' Interconnection Agreement and the Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms . The Parties agree that SBC ILECs originating traffic will be delivered to KMC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in KMC's underlying Agreement and Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms. There shall be no limitation on the amount of out of area Local Traffic that can be exchanged between KMC and SBC Missouri over direct end office trunks where such traffic is terminated to end users served by the affected end office.

- 8.3. The compensation arrangements for all types of traffic exchanged between the Parties shall be as set forth in the Parties' Interconnection Agreement and the Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms.
- 8.4. KMC agrees that it may not obtain Unbundled Network Elements, collocation, resale and/or any other rights under 251(c) of the Act for use to provide telecommunications services outside of SBC Missouri Incumbent exchange areas.

## 2.0. MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement nor the Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms, but rather, this Amendment shall be coterminous with the underlying Agreement.
- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AND THE AMENDMENT SUPERCEDING CERTAIN RECIPROCAL COMPENSATION, INTERCONNECTION AND TRUNKING TERMS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.3 This Amendment shall be filed by SBC Missouri with and is subject to approval by the Missouri Public Service Commission (MPSC) and shall become effective ten (10) days following approval by the MPSC.

- 2.4 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 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 in Case No. TO-99-227; 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 Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.
- 2.5 The Parties acknowledge that in the Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms they waived any rights they may have under the Intervening/Change in Law provisions of the Agreement with respect to reciprocal compensation or compensable traffic (as defined in the Amendment Superceding Certain Reciprocal Compensation, Interconnection and Trunking Terms), POIs or trunking requirements that are subject to that Amendment for the period June 1, 2001 through May 31, 2004.. The Parties acknowledge and agree that neither Party, with respect to this Amendment, waives any of its rights, remedies or arguments, other than those expressly acknowledged herein for the specific time frame specified. In particular, but not by way of limitation, neither Party waives any rights or remedies, or the right to make arguments in favor of certain rights and/or remedies, with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to 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) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC

Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); or the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98. Rather, in entering into this Amendment, with the exception of the waiver in the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms expressly acknowledged above, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Amendment. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC the FCC ISP terminating compensation plan as set forth in the Federal Communications Commission's Order on Remand and Report and Order, *In the Matter of Implementation of the Local competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound traffic*, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001), after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. Notwithstanding the foregoing, the Parties recognize that SBC ILEC's election of the FCC ISP terminating compensation plan shall have no impact on the Parties rights and/or obligations as set forth under the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms during the term of that Amendment. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, either Party ("Noticing Party") may invoke the intervening law (change in law) provisions of the underlying Agreement. The Parties shall commence negotiations for the appropriate conforming modifications consistent with the provisions set forth in the underlying Agreement. If the Parties are unable to agree upon the conforming modifications required, 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 the underlying Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 15<sup>th</sup> day of May, 2003, by SBC Missouri, signing by and through its duly authorized representative, and KMC, signing by and through its duly authorized representative.

**KMC Telecom III, LLC**

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

Signature: Riley M. Murphy / MB

Signature: Mike Auinbauh

Name: Riley M. Murphy

Name: Mike Auinbauh

Title: Sr. Vice President –  
Legal and Regulatory

g Title: President - Industry Markets

Date: May 5, 2003

Date: MAY 15 2003

## SBC TTA Information

	LCA	State	NPANXX	Rate Center ILEC	Pseudo CLLI	POI CLLI (Change To)	Rate Center LATA	Switch CLLI	Switch LATA	FG D Tandem	IXC TSC
1	Aransas Pass1 TX, US	TX	361226	GTE	CRCHTXUX0X	CRCHTXPM01W	564	CRCHTXPM01W	564	CRCHTXU03T	AM434297
2	Baileys Harbor1 WI, US	WI	920363	GTE	BLHRWIXAXMD	ASHWWIAUX0X	350	MILWWIAU00W	356	GNBYW0161T	AJ053679
3	Chester1 OH, US	OH	740570	ALLTEL	CHESOHXAXMD	CLMCOHIB00W	324	CLMCOHIB00W	324	CLMBOH115GT	
4	Circleville1 OH, US	OH	740571	GTE	CRVLOHXAXMD	CLMCOHIB00W	324	CLMCOHIB00W	324	CLMBOH115GT	AI074943
5	Clyman1 WI, US	WI	920341	GTE	CLYMWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
6	Covington1 OH, US	OH	937753	ALLTEL	CVTNOHXAXMD	DYTNHOBIX0X	328	WCHSOHGR00W	922	DYTNH0225GT	
7	Del Rio1 TX, US	TX	830461	GTE	SNANTXCA11Z	No Change	566	AUSXTXLQ00W	558	SNANTXCA03T	AM439197
8	Denmark1 WI, US	WI	920367	GTE	DNMKWIXAXMD	ASHWWIAUX0X	350	MILWWIAU00W	356	GNBYW0161T	AJ053679
9	Dilley1 TX, US	TX	830326	GTE	SNANTXCA11Z	No Change	566	AUSXTXLQ00W	558	SNANTXCA03T	AM439197
10	Dundee1 MI, US	MI	734833	GTE	DUNDMIXGAXMD	PFTPMI0100A	340	PFTPMI0100A	340	WAYNMIMN20T	AH146504
11	Georgetown1 IN, US	IN	812501	GTE	GRTWINXAX0X	NWALIN01XMD	462	IPLWIN7500W	336	NWALIN0111T	AT049413
12	Georgetown1 TX, US	TX	512591	GTE	AUSTTXGRX2Y	AUSXTXLQ00W	558	AUSXTXLQ00W	558	AUSTTXH001T	
13	Gillett1 TX, US	TX	830572	GTE	SNANTXCA11Z	No Change	566	AUSXTXLQ00W	558	SNANTXCA03T	AM439197
14	Gonzales1 TX, US	TX	830519	GTE	SNANTXCA11Z	No Change	566	AUSXTXLQ00W	558	SNANTXCA03T	AM439197
15	Hoopeson1 IL, US	IL	217772	GTE	CHMPILCPX0X	DAVLILDAXMD	370	OKBRILDC00W	358	CHMPILCP51T	
16	Jackson1 OH, US	OH	740577	GTE	JCSNOHXAXMD	CLMCOHIB00W	324	CLMCOHIB00W	324	CLMBOH115GT	AI074943
17	Jarrell1 TX, US	TX	512746	GTE	AUSTTXH0XMD	AUSXTXLQ00W	558	AUSXTXLQ00W	558	AUSTTXH001T	
18	Johnstown1 OH, US	OH	740809	Sprint	PTSKOHXAXMD	CLMCOHIB00W	324	CLMCOHIB00W	324	CLMBOH115GT	AI074943
19	Kilgore1 TX, US	TX	903218	GTE	LGWVWX1900A	No Change	554	LGWVWX1900A	554	LGWVWXPL03T	AM428779
20	Kyle1 TX, US	TX	512262	GTE	AUSTTXGRX2Y	AUSXTXLQ00W	558	AUSXTXLQ00W	558	AUSTTXH001T	
21	Lebanon1 MO, US	MO	417657	SPRINT	LBNMNOXAXMD	SPFDMOTLX0Y	520	KSCAMO5400W	524	SPFDMOTL02T	
22	Lost Peninsula1 MI, US	MI	734849	GTE	LSPNMIXGAXMD	PFTPMI0100A	340	PFTPMI0100A	340	WAYNMIMN20T	AH146504
23	Mapleton1 WI, US	WI	920355	GTE	MFTNWXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
24	Marblehead1 OH, US	OH	419702	GTE	TOLEOHAC00A	No Change	326	TOLEOHAC01W	326	TOLDOH215GT	AI074319
25	Maybee1 MI, US	MI	734364	GTE	MYBEMIXHAXMD	PFTPMI0100A	340	PFTPMI0100A	340	WAYNMIMN20T	AH146504
26	McConnelsville1 OH, US	OH	740651	GTE	MCNVHAXAXMD	CLMCOHIB00W	324	CLMCOHIB00W	324	CLMBOH115GT	AI074943
27	Memphis, MI	MI	810535	GTE	FLNTMIELXMD	FLNTMIELXMD	340	PFTPMI0100A		WAYNMIMN20T	
28	Monticello1 IL, US	IL	217817	GTE	CHMPILCPX0X	DAVLILDAXMD	370	OKBRILDC00W	358	CHMPILCP51T	
29	Neosho1 WI, US	WI	920368	GTE	NESHWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
30	Orange Grove1 TX, US	TX	361530	GTE	ORGVTXAXAXMD	CRCHTXPM01W	564	CRCHTXPM01W	564	CRCHTXU03T	AM434297
31	Palmer1 TX, US	TX	469214	GTE	DLLSTXTAX0X	DLLGTXT1701W	552	DLLGTXT1701W	552	DLLSTXR01T	AM435538
32	Palmyra1 WI, US	WI	262588	ALLTEL	PLMYWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	
33	Perryville1 AR, US	AR	501391	ALLTEL	PRVLARXAXMD	LTRKARGG00W	528	LTRKARGG00W	528	LTRKARFR02T	
34	Pettus1 TX, US	TX	361621	SPRINT	PTTSTXXAX0X	CRCHTXPM01W	564	CRCHTXPM01W	564	CRCHTXU03T	AM434297
35	Plantersville1 TX, US	TX	936236	GTE	NVSTTXAXAXMD	HSTNTXFRXMD	560	HSTNTXG115W	560	HSTNTX0806T	AM434016
36	Porter1 TX, US	TX	281747	Sprint	KGWDTXXAXMD	HSTNTXFRXMD	560	HSTNTXG115W	560	HSTNTX0806T	AM434016
37	Raymondville1 TX, US	TX	956398	Sprint	HLRNTXHXGAXMD	HLRNTXFPXMD	568	CRCHTXPM01W	564	HLRNTXHG03T	AM432189
38	Rio Grande City1 TX, US	TX	956573	GTE	HLRNTXHXGAXMD	HLRNTXFPXMD	568	CRCHTXPM01W	564	HLRNTXHG03T	AM432189
39	Saint Paris1 OH, US	OH	937758	ALLTEL	STPROHXAXMD	DYTNHOBIX0X	328	WCHSOHGR00W	922	DYTNH0225GT	
40	Salem1 WI, US	WI	282586	GTE	SALMWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
41	Slinger1 WI, US	WI	262589	GTE	SLNGWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
42	Somonauk1 IL, US	IL	815797	GTE	SNDWILXAXMD	OKBRILDC00W	358	OKBRILDC00W	358	LGRILLG50T	
43	Sterling1 KS, US	KS	620904	Sprint	STNGKSAXAXMD	HTSNKS02XMD	532	TPKAKS2502W	534	HTSNKS0207T	AM808441
44	Sullivan1 WI, US	WI	262587	GTE	SLLVWIXAXMD	MILWWIAU00W	356	MILWWIAU00W	356	MILWW1261T	AJ053572
45	Sulphur Springs1 TX, US	TX	903689	GTE	DLLSTXTAX0X	DLLGTXT1701W	552	DLLGTXT1701W	552	DLLSTXR01T	AM435538
46	Wallis1 TX, US	TX	979658	GTE	WALSTXXAXMD	HSTNTXFRXMD	560	HSTNTXG115W	560	HSTNTX0806T	AM434016
47	Clifton1 TX, US	TX	254326	Sprint	CFNTNXAXAXMD	WACOTX8800W	556	WACOTX8800W	556	WACOTX0115T	AM431679
48	Grandin1 MO, US	MO	573758	ALLTEL	GDINMOXAXMD	SKSTMOGRXMD	520	STLSMOZC01W	520	SKSTMOGR04T	
49	Parkman1 OH, US	OH	440271	ALLTEL	PRMNOHXAXMD	CLEVOHEK01W	320	CLEVOHEK01W	320	CLEVOH620GT	
50	Purdy1 MO, US	MO	417479	ALLTEL	PRDYMOXAXMD	SPFDMOTLX0Y	522	KSCAMO5400W	524	SPFDMOTL02T	
51	Valley Mills, TX	TX	254384	Alltel	VLMLTXXAXMD	WACOTX8800W	556	WACOTX8800W	556	WACOTX0115T	

Pending Codes On Existing  
TTA Agreement

52	Coffey1 MO, US	MO	660478	ALLTEL	CFYMOXAXMD	KSCAMO5400W	524	KSCAMO5400W	524	STJSMODN03T	
53	Morton1 IL, US	IL	309866	GTE	PEORILPJX0Y	PEORILPJX0Y	368	PEORILSJ00W	368	PEORILPJ52T	
54	Roann1 IN, US	IN	765239	SPRINT	RONNINXAXMD	IPLWIN7500W	336	IPLWIN7500W	336	KOKMINO106T	
55	Sunnyland1 IL, US	IL	309819	GTE	PEORILPJX0Y	PEORILPJX0Y	368	PEORILSJ00W	368	PEORILPJ52T	
56	Velma, OK	OK	580350	Alltel	VELMMOKXAXMD	LWTNOKTBXMD	536	OKCYOKFB00W	536	LWTNOKTB02T	

## New TTA Codes

57	Burnet, tx	TX	512553	GTE	AUSTTXH0XMD	AUSTTXH0XMD	358	AUSXTXLQ00W		AUSTTXH001T	
58	Silom Springs1 AR, US	AR	479861	Century	RGRSARABX1X	RGRSARABX1X	526	LTRKARGG00W		FYVLARH02T	
59	Belle Plaine1 KS, US	KS	620790	SPRINT	BLLPKSAXAXMD	BLLPKSAXAXMD	532	WCHTKSMR00W		WCHTKSBR07T	
60	Fredonia1 KS, US	KS	620607	SPRINT	FRDNKSAXAXMD	FRDNKSAXAXMD	532	WCHTKSMR00W		WCHTKSBR07T	
61	Gardner1 KS, US	KS	913938	SPRINT	GRNRKSAXAXMD	GRNRKSAXAXMD	524	KSCAMO5400W		KSCYKSJ007T	
62	Macksville1 KS, US	KS	620614	SPRINT	MCVLKSAXAXMD	MCVLKSAXAXMD	532	WCHTKSMR00W		HTSNKS0207T	
63	Neosho Falls1 KS, US	KS	620884	SPRINT	NSFLKSAXAXMD	NSFLKSAXAXMD	532	WCHTKSMR00W		WCHTKSBR07T	
64	Quincy1 KS, US	KS	620731	SPRINT	QNCYKSAXAXMD	QNCYKSAXAXMD	532	WCHTKSMR00W		WCHTKSBR07T	