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November 24, 2003

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Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
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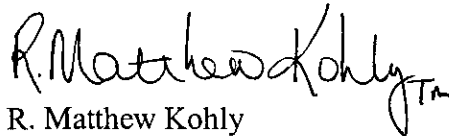
*Records
Public Service Commission*

Dear Mr. Secretary:

Attached for filing with the Commission is the original and 4 copies (4) copies of an amendment to the Missouri Interconnection Agreement with Southwestern Bell Communications and TCG St. Louis.

I thank you in advance for your cooperation in bringing this to the attention of the Commission.

Very truly yours,


R. Matthew Kohly

RMK/tm

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
TCG ST. LOUIS**

Whereas, SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI (“SBC MISSOURI”) and TCG St. Louis (“TCG-SL”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection dated September 13, 2001, (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Attachment 19: White Pages-Other (WP-O) of the Agreement in its entirety with the new attached Attachment 19: WP-O, which shall govern the Agreement on a going forward basis

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by adding the attached Attachment 19: WP-O. The Parties further agree that the attached Attachment 19: WP-O shall supercede and replace all rates, terms and conditions of the existing Attachment 19: WP-O in its entirety, without the necessity of physically removing the old Attachment 19: WP-O from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC “CLEC Online” website. Notwithstanding paragraphs (2) and (5) of this Amendment, the White Pages directory provisions contained in Attachment 19: WP-O shall be effective as of July 1, 2003.¹

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its 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 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, released on August 21, 2003, and published in the Federal Register on

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement (“Agreement”)), in the event that any other telecommunications carrier should adopt this amendment and any legitimately related terms and conditions pursuant to 252(i), such adoption shall only apply prospectively beginning from the date that the MFN provisions become effective between SBC and the Adopting CLEC following the Commission’s order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law (“Section 252(i) Effective Date”), and the rate change set forth herein will not in any manner apply retroactively prior to the Section 252(i) Effective Date.

September 2, 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); 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; 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

5. This Amendment shall be filed with and subject to approval by the appropriate regulatory commission. This Amendment shall become effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

TCG St. Louis

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

Signature: Kathleen Whiteaker

Signature: Mike Auinbauh

Name: Kathleen Whiteaker
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: District Manager
(Print or Type)

Title: For/ President - Industry Markets

Date: 10-29-03

Date: NOV 10 2003

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC MISSOURI's and TCG-SL's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

- 1.1 SBC MISSOURI publishes White Pages directories for geographic local service areas in which TCG-SL may also provide local exchange telephone service in the same area(s), and TCG-SL wishes to include listings information for its End User Customers in the appropriate SBC MISSOURI White Pages directories.
- 1.2 TCG-SL also desires distribution to TCG-SL's End User Customers of the White Pages directories that include listings of TCG-SL's End User customers.
- 1.3 SBC MISSOURI will make available to TCG-SL, for TCG-SL Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 Subject to SBC MISSOURI's practices, as well as the rules and regulations applicable to the provision of WP directories, SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all TCG-SL End Users located within the local directory scope. The rules, regulations and SBC MISSOURI practices are subject to change from time to time. When TCG-SL provides its subscriber listing information to SBC MISSOURI listings database, TCG-SL will receive for its End User, one primary listing in the SBC MISSOURI WP directory and a listing in SBC MISSOURI's directory assistance database.
 - 2.1.1 Where an TCG-SL End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC MISSOURI will assess TCG-SL a monthly charge for such listings at SBC MISSOURI's tariff rates. An additional monthly charge at SBC MISSOURI's tariff rate applies when TCG-SL wishes to list an End User in SBC MISSOURI's directory assistance database but does not wish to have its End User listed in SBC MISSOURI's WP directory. In addition, TCG-SL may elect to have its End User unlisted and the listing not published in SBC MISSOURI's WP directory for a monthly charge at SBC MISSOURI's tariff rate for those non-published, non-listed services.

- 2.1.1.1 Facility-based CLECs are billed at the retail tariff rate for a 12 month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. TCG-SL will be notified via Accessible Letter should the billing process change.
- 2.2 TCG-SL will furnish to SBC MISSOURI subscriber listing information pertaining to TCG-SL End Users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory.
- 2.3 Intentionally left blank.
- 2.4 TCG-SL will provide accurate subscriber listing information of its subscribers to SBC MISSOURI via a mechanical or manual feed of the listing information to SBC MISSOURI's listing database. TCG-SL agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon TCG-SL reaching a volume of two hundred listings per day, whichever comes first. TCG-SL's subscriber listings will be interfiled (interspersed) in the directory among SBC MISSOURI's subscriber listing information. TCG-SL shall furnish to SBC MISSOURI, in a form acceptable to both Parties, subscriber listing information pertaining to TCG-SL End Users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory. See CLEC Online website for methods, procedures and ordering information. TCG-SL will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an TCG-SL End User. TCG-SL must submit all listing information intended for publication by the directory close date.
- 2.5 SBC MISSOURI will provide electronic directory listing verification to TCG-SL through the Web Listing Lookup in the SBC CLEC Online websites. Upon request, SBC MISSOURI will provide daily electronic directory listing verification via SBC MISSOURI's white page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SBC MISSOURI will provide TCG-SL, upon request, an electronic verification list of all subscriber listings, containing the listing information that will appear in the directory. TCG-SL will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC

MISSOURI will accept standing requests for electronic verification lists on those White Page directories specified by TCG-SL. This electronic directory listing verification list will be provided in CD-ROM format, until such time as a web based format is available. TCG-SL specific listing verification list also is available upon request through SBC MISSOURI's White Page systems subject to the timeframes outlined in this section. TCG-SL will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the electronic verification list available to TCG-SL in a timely manner as specified above.

- 2.6 Publication schedules for the White Pages: TCG-SL can access via the SBC CLEC Online website, the directory close dates for areas where TCG-SL is providing local service. SBC MISSOURI will update the directory close dates in a timely manner as they occur.
- 2.7 Intentionally left blank.
- 2.8 Each TCG-SL subscriber will receive one copy per primary End User listing, as provided by TCG-SL, of SBC MISSOURI White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI subscribers during the annual delivery of newly published directories.

SBC MISSOURI has no obligation to provide any additional White Page directories above the directories provided to TCG-SL or TCG-SL customers after each annual distribution of newly published directories. TCG-SL may arrange for additional directory distribution services with SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

- 2.9 At its option, TCG-SL may purchase one (1) information page (Customer Guide Page) in the informational section of the SBC MISSOURI White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC MISSOURI information pages. Sixty (60) days prior to the directory close date, TCG-SL will provide to SBC MISSOURI the information page in camera ready format. SBC MISSOURI will have the right to approve, and, with TCG-SL's agreement, SBC MISSOURI may, but is not required to, revise the format and content of such information page. See Section 4.2 for rates associated with the Information Page.
- 2.10 SBC MISSOURI will include TCG-SL specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to TCG-SL on such page will be 1/8th page in size. In order to have such information published, sixty (60) days prior to the directory close date, TCG-SL will provide SBC MISSOURI with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (TCG-SL will be limited to a maximum of 1/8th of a page in any single edition of a SBC MISSOURI White Pages directory).

3.0 Use Of Subscriber Listing Information

- 3.1 SBC MISSOURI agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include TCG-SL's subscriber listing information in an area directory, and to handle TCG-SL's subscriber listing information in the same manner as SBC MISSOURI's subscriber listing information. In exchange for SBC MISSOURI serving as the single point of contact and handling all subscriber listing information equally, TCG-SL authorizes SBC MISSOURI to include and use the TCG-SL subscriber listing information provided to SBC MISSOURI pursuant to this Attachment in SBC MISSOURI's WP directory, SBC MISSOURI's Directory Assistance databases, and to provide TCG-SL subscriber listing information to directory publishers. Included in this authorization is the release of TCG-SL listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC MISSOURI's use of TCG-SL's subscriber listing information in SBC MISSOURI's directory assistance, directory assistance related products and services, and publishing products and services.
- 3.2 SBC MISSOURI further agrees not to charge TCG-SL for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of TCG-SL's subscriber list information to directory publishers, TCG-SL agrees that it will receive no compensation for SBC MISSOURI's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such TCG-SL subscriber list information shall be intermingled with SBC MISSOURI's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC MISSOURI.

4.0 Pricing

- 4.1 SBC MISSOURI will deliver one copy per primary End User listing of SBC MISSOURI White Pages, as described in Section 2.8 above, at no charge. SBC MISSOURI has no obligation to warehouse WP directories for TCG-SL or provide WP directories to TCG-SL's End Users subsequent to the annual distribution of newly published directories.

4.2 Prices for Informational Pages are as follows:

Directory	Price Per Single Sided Informational Page
Kansas City	\$3,191.73
Springfield	\$3,191.73
St. Louis	\$3,191.73
Cape Girardeau	\$168.09
Chillicothe	\$168.09
Excelsior Springs	\$168.09
Fulton	\$168.09
Greater Jefferson County	\$168.09
Hannibal	\$168.09
Kennett	\$168.09
Kirksville	\$168.09
Lake of the Ozarks	\$168.09
Marshall	\$168.09
Mexico	\$168.09
Moberly	\$168.09
Nevada	\$168.09
Perryville	\$168.09
Poplar Bluff	\$168.09
Sedalia	\$168.09
Sikeston	\$168.09
St. Joseph	\$168.09
Tri-State	\$168.09
Washington	\$168.09
Adrian	\$75.59
Boonville	\$75.59
Bowling Green	\$75.59
Caruthersville	\$75.59
Elsberry	\$75.59
Linn	\$75.59
Missouri's Parkland	\$75.59
Monett	\$75.59
Portageville	\$75.59
Stanberry	\$75.59

5.0 Intentionally left blank.

6.0 Term

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

- 7.1 Except as set forth herein, Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.
- 7.2 TCG-SL agrees that SBC MISSOURI and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by TCG-SL. TCG-SL agrees to indemnify, hold harmless and defend SBC MISSOURI and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by TCG-SL.
- 7.3 TCG-SL further agrees to indemnify, hold harmless and defend SBC MISSOURI and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by TCG-SL.
- 7.4 TCG-SL further agrees to pay all costs incurred by SBC MISSOURI and/or its affiliates as a result of TCG-SL not complying with the terms of this Attachment.