

SPENCER FANE

BRITT & BROWNE LLP

ATTORNEYS & COUNSELORS AT LAW

MICHAEL L. MCCANN  
DIRECT DIAL: (816) 292-8110  
mmccann@spencerfane.com

File No. 3356500-75

August 31, 2006

Ms. Colleen M. Dale  
Secretary/Chief Regulatory Law Judge  
Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65101

**Re: Mercury Voice and Data Company – Interconnection Agreement**

Dear Ms. Dale:

On behalf of Mercury Voice and Data Company (“Mercury”) and pursuant to 4 CSR 240-3.513(4)(A), we have enclosed for filing with the Commission the short-form interconnection agreement between Mercury and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, adopting one of the interconnection agreements resulting from the multi-party arbitration in Case No. TO-2005-0336.

The short-form interconnection agreement specifically identifies that Mercury has adopted the Birch Telecom agreement, which was previously approved by the Commission in Case No. TK-2006-0048.

If you have any questions, please call me. Thank you for your assistance.

Very truly yours,



Michael L. McCann

MLM/kmb  
Enclosure

1000 Walnut Street, Suite 1400  
Kansas City, Missouri 64106-2140  
(816) 474-8100 www.spencerfane.com Fax (816) 474-3216

WA 866873.1

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri"), and Mercury Voice and Data Company ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

WHEREAS, pursuant to Section 252(i) of the Act, Mercury Voice and Data Company ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Missouri and the separate CLEC designated in Section 2.4 below for the State of Missouri, which was previously approved by the Missouri Public Service Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference ; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Missouri hereby agree as follows:

**1. Incorporation of Recitals and Separate Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

**2. Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on November 10, 2008.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Gregory C. Lawhon Vice President & General Counsel
STREET ADDRESS	825 Edmond Street
ROOM OR SUITE	
CITY, STATE, ZIP CODE	St Joseph, MO 64501
TELEPHONE NUMBER	(816) 221-8100
FACSIMILE NUMBER	(816) 221-8100
E-MAIL ADDRESS	glawhon@npgco.com

<sup>1</sup> 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 "AT&T Missouri".

2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

- Case No. TK-2006-0042 (Navigator)
- Case No TK-2006-0044 (Sprint)
- Case No TK-2006-0046 (Wiltel)
- Case No TK-2006-0047 (Charter)
- Case No TK-2006-0048 (Birch)
- Case No TK-2006-0050 (MCI) (If CLEC selects the MCI Separate Agreement, CLEC must indicate if it wishes to take MCI's Amendment, as further addressed in Section 2.5.2 below).
- Case No TK-2006-0070 (XO) (If CLEC selects the XO Separate Agreement, CLEC must indicate if it wishes to take XO's Amendment, as further addressed in Section 2.5.2 below).
- Case No TK-2006-0071 (Socket)
- Case No TK-2006-0072 (NuVox)
- Case No TK-2006-0073 (Big River)
- Case No TO-2005-0336 (Generic Successor Missouri ICA)

For purposes of its MFN Agreement, CLEC hereby adopts the Separate Agreement between AT&T Missouri and Birch Telecom of Missouri, Inc.-Ionex Communications, Inc. ("Separate Agreement"), which was previously approved by the Commission in Case No TK-2006-0048.

2.5 Intercarrier Compensation Options<sup>2</sup>

2.5.1 For CLECs that Select a Separate Agreement in Section 2.4 above, CLEC hereby elects the Intercarrier Compensation Choice it desires for purposes of its MFN Agreement by placing "X" next to its chosen Intercarrier Compensation Billing Option immediately below. If CLEC fails to designate one of the Intercarrier Compensation Billing Options below, the default Intercarrier Compensation Option set forth in the Separate Agreement chosen by CLEC in Section 2.4 above shall automatically apply upon the Effective Date of this MFN Agreement.

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

### 3. Clarifications

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with

<sup>2</sup> Please note that in the event that CLEC has an existing 13-State Superseding Reciprocal Compensation Amendment in place with the AT&T ILECs, it shall file such Amendment, along with the Short Form, with the Commission to ensure that this successor MFN Agreement on file with the Commission is complete.

respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of any associated appeal and/or further government review. If any action by any federal court of competent jurisdiction in connection with the appeal in Case No. 4:05CV01264-CAS and/or on remand of such case to the Commission ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.

- 3.2 It is AT&T Missouri's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 22<sup>nd</sup>  
day of August, 2006.

**Mercury Voice and Data Company**

Signature: Gregory C. Lawhon

Print Name: Gregory C. Lawhon

Title: Vice President

Date: August 8, 2006

Facilities: OCN/AECN# 159E

Resale: OCN/AECN# \_\_\_\_\_

ACNA: M&Y

**Southwestern Bell Telephone, L. P. d/b/a AT&T  
Missouri by AT&T Operations, Inc., its authorized  
agent**

Signature: Rebecca L. Sparks

Print Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: AUG 22 2006