

February 7, 2003

Ms. Elizabeth A. Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Rolando,

Please find for filing with the Commission, the Joint Petition Regarding First Amendment to the Negotiated Interconnection Agreement between Choctaw Communications, LC d/b/a Smoke Signal Communications and SBC Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
and CHOCTAW COMMUNICATIONS, L.C. d/b/a)	
SMOKE SIGNALS COMMUNICATIONS)	03-
)	
Joint Petition Regarding First Amendment)	
to Negotiated Interconnection Agreement)	
pursuant to 47 U.S.C. § 252)	

**JOINT PETITION FOR REVIEW OF FIRST AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
Choctaw Communications, L.C. and Illinois Bell Telephone Company**

Illinois Bell Telephone Company (“Illinois Bell Telephone Company”) and Choctaw Communications, L.C. d/b/a Smoke Signals Communications (“Choctaw”), through counsel, hereby request that the Commission review the attached First Amendment to the Interconnection Agreement pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. §§ 252 (a)(1) and 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The parties have entered into this Amendment to set forth certain terms and conditions required by the Commission’s orders in Docket No. 01-0120.

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another

carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity.

3. Copies of the First Amendment are available for public inspection in Illinois Bell Telephone Company and Choctaw's public offices.

WHEREFORE, Illinois Bell Telephone Company and Choctaw respectfully request that the Commission conduct whatever review is necessary regarding the attached First Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this _____ day of February, 2003

ILLINOIS BELL TELEPHONE COMPANY

**CHOCTAW
COMMUNICATIONS, L.C.**

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STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
and CHOCTAW COMMUNICATIONS, L.C. d/b/a)	
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STATEMENT IN SUPPORT OF JOINT PETITION FOR REVIEW

I, Kimberly Nations, am Director –Witness/Negotiations for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Review of the First Amendment to the Negotiated Agreement between Choctaw Communications, L.C. d/b/a Smoke Signals Communications (“Choctaw”) and Illinois Bell Telephone Company (“Illinois Bell Telephone Company”).

The attached First Amendment to the Interconnection Agreement (the “Agreement”) between Illinois Bell Telephone Company and Choctaw results from the Commission’s orders in Docket No. 01-0120. Accordingly, Illinois Bell Telephone Company and Choctaw request that the Commission review the Amendment pursuant to Sections 252(a)(1), 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the “Act”) and pursuant to the Commission’s orders in Docket No. 01-0120.

The Agreement is amended as follows:

- Replaces Appendix Performance Measurements to their Interconnection Agreement.
- This amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- Except as modified herein, all other terms and conditions of the underlying agreement shall remain the same.