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November 2, 2017

Via Electronic Submission

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T Chariton Valley Communication Corporation, Inc. The agreement adds Commercial Transit service in the state of Missouri. If you have any questions, please do not hesitate to contact me at (202) 463-4148.

Sincerely,

/s/ Keith Krom  
Assistant Vice President-Senior Legal Counsel  
AT&T Services, Inc.

**AMENDMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
MISSOURI**

**AND**

**CHARITON VALLEY COMMUNICATIONS CORPORATION**

Signature: eSigned - Kirby J. Underberg

Signature: eSigned - William Bockelman

Name: eSigned - Kirby J. Underberg  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 03 Feb 2017

Date: 03 Feb 2017

**Chariton Valley Communications Corporation**

**Southwestern Bell Telephone Company d/b/a AT&T  
MISSOURI by AT&T Services, Inc., its authorized  
agent**

Description	ACNA Code(s)
ACNA(s)	HVC

**AMENDMENT TO  
WSP SERVICE AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI  
AND  
CHARITON VALLEY COMMUNICATION CORPORATION, INC.**

The WSP Service Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T MISSOURI") and Chariton Valley Communications Corporation (f/k/a Chariton Valley Communication Corporation, Inc.), is hereby amended as follows.

**WHEREAS**, AT&T MISSOURI and Chariton Valley Communication Corporation, Inc. are the parties to that certain "WSP Service" executed as of February 14, 2005 (the "Agreement"); and

**WHEREAS**, Chariton Valley Communication Corporation, Inc. has changed its name to "Chariton Valley Communications Corporation", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T MISSOURI and Chariton Valley Communications Corporation hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation".
3. AT&T MISSOURI shall reflect that name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation" only for the main billing account (header card) for each of the accounts previously billed to Chariton Valley Communication Corporation, Inc. AT&T MISSOURI shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T MISSOURI's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Chariton Valley Communications Corporation affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Chariton Valley Communication Corporation, Inc. with AT&T MISSOURI for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Chariton Valley Communications Corporation shall operate with AT&T MISSOURI under the "Chariton Valley Communications Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under Chariton Valley Communications Corporation, and labeling (including re-labeling) equipment and facilities with Chariton Valley Communications Corporation. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. The Parties agree to replace Section 14 from the Agreement with the following language:

**14. NOTICES**

- 14.1 Notices given by WSP to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 14.1.1 delivered by electronic mail (email).
- 14.1.2 delivered by facsimile.
- 14.2 Notices given by AT&T to the WSP under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 14.2.1 delivered by electronic mail (email) provided WSP has provided such information in Section 14.4 below.
  - 14.2.2 delivered by facsimile provided WSP has provided such information in Section 14.4 below.
- 14.3 Notices will be deemed given as of the earliest of:
  - 14.3.1 the date of actual receipt.
  - 14.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
  - 14.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 14.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Kirby J. Underberg General Manager
STREET ADDRESS	1213 East Briggs Drive, P.O. Box 67
CITY, STATE, ZIP CODE	Macon, MO 63552
PHONE NUMBER*	(660) 395-9600
FACSIMILE NUMBER	(660) 395-4403
EMAIL ADDRESS	kunderberg@charitonvalley.com

  

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

\*Informational only and not to be considered as an official notice vehicle under this Section.

- 14.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 14. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 14.6 AT&T communicates official information to WSPs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Effective Date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").