



Susan Littlefield  
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November 16, 2005

Colleen Dale  
Secretary of the Commission  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65102-0360

Re: Amendment to Interconnection Agreement Under Sections 251 and 252 of  
the Telecommunications Act of 1996  
SBC Advanced Solutions, Inc. and  
Southwestern Bell Telephone, L.P. d/b/a SBC Missouri

Dear Ms. Dale:

Enclosed for filing on behalf of SBC Advanced Solutions Inc., ("SBC ASI") is the original and one copy of the Amendment to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 between SBC Advanced Solutions Inc., and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri.

Also enclosed is the Affidavit of David G. Hammock, Regional Vice President-Carrier/Supplier Management for SBC Advanced Solutions, Inc.

Please do not hesitate to give me a call should you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Susan Littlefield".

Manager-Regulatory

Attachments

**AMENDMENT  
TO THE INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
SBC ADVANCED SOLUTIONS, INC.**

**WHEREAS**, this Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> and SBC Advanced Solutions, Inc. ("CLEC") (collectively, the "Parties");

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The following provisions in the Parties' underlying Agreement are hereby modified or deleted as follows:
  - 2.1.1 The non-recurring rates for xDSL loop conditioning for the removal of "all" or "non-excessive" bridged tap using SBC Missouri's modified maintenance process ("RABT-MMP") are hereby incorporated into the Agreement. The RABT-MMP rates are set forth on the RABT-MMP Pricing Schedule which is attached to this Amendment and incorporated herein by this reference.
  - 2.1.2 The five (5) business day loop provisioning interval for 2-wire and 4-wire copper xDSL loops currently "set forth in the underlying Agreement" is hereby formally amended to reflect the three (3) business day interval that applies and has applied to 2-wire and 4-wire xDSL loops since March 21, 2005 as announced to CLECs via Accessible Letter No. **CLECALL05-024**. This three (3) business day interval applies only to 2-wire and 4-wire xDSL loops and as to such xDSL loops, only in those instances where no loop conditioning is performed.
- 2.2 Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

**3. AMENDMENT EFFECTIVE DATE**

- 3.1 This Amendment shall be deemed effective ten (10) days following the date this Amendment is approved or is deemed to have been approved by the Missouri Public Service Commission under Section 252(e) of the Act ("Amendment Effective Date"); provided, however, as to CLEC and SBC Missouri, the 2-wire and 4-wire xDSL loop three (3) day provisioning interval shall be applied in accordance with Section 2.1.2 above.

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<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 SBC Missouri.

#### 4. TERM OF AMENDMENT

- 4.1 This Amendment shall not modify or extend the Effective Date or Term of the Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

#### 5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and 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), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-MISSOURI shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-MISSOURI has adopted the FCC ISP terminating compensation plan ("FCC Plan") in MISSOURI, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-MISSOURI'S right to exercise its option at any time to adopt on a date specified by SBC-MISSOURI the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the

interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

## **6. MISCELLANEOUS**

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

SBC Advanced Solutions, Inc.

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

By: David Hammock

By: Mike Auinbaur

Printed: DAVID G. HAMMOCK

Printed: Mike Auinbaur

Title: RVP - CARRIER / SUPPLIER MGMT

Title: AVP-Local Interconnection Marketing

Date: 10/13/2005

Date: 10-19-05

FACILITIES-BASED OCN # 3369

ACNA SUV

**Removal of All and Non-Excessive Bridged Tap – Modified Maintenance Process**  
**Non Recurring Charge**  
**Pricing Schedule**

MISSOURI			SBC MISSOURI RECURRING		SBC MISSOURI NON-REC.	
			Monthly			
<b>Removal of All Bridged Tap</b>						
DSL Loops - >12KFT and < 17.5KFT						
		Removal of All Bridged Tap	N/A		\$876.63	N/A
<b>Removal of Non-Excessive Bridged Tap</b>						
DSL loops - >0KFT and < 17.5KFT						
		Removal of Non-Excessive Bridged Tap	N/A		\$338.64	N/A
<b>Removal of All Bridged Tap &gt; 17.5KFT</b>						
DSL Loops - > 17.5KFT - per element						
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$338.64	N/A
<b>Removal of Non-Excessive Bridged Tap &gt; 17.5KFT</b>						
DSL Loops - >17.5KFT - per element						
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$338.64	N/A

- (1) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$338.64. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat non-recurring rate of \$338.64 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay an non-recurring rate of \$338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed elsewhere in this Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., \$338.64).
- (2) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$876.63 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay an non-recurring rate of \$338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed elsewhere in this Agreement).

COUNTY OF DALLAS:  
STATE OF TEXAS:

**AFFIDAVIT OF DAVID G. HAMMOCK**

Before me, the Undersigned Authority, on this 1<sup>st</sup> day of November, 2005 personally appeared David G. Hammock who, upon being by me duly sworn on oath deposed and said the following:

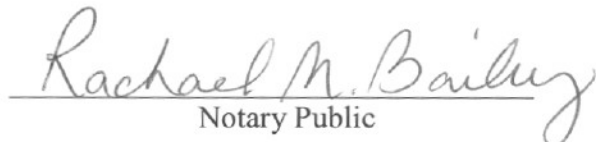
1. My name is David G. Hammock. I am over the age 21, of sound mind and competent to testify to the matters stated herein. I am responsible for SBC Advanced Solutions, Inc.'s negotiation and execution of interconnection agreements with other telecommunications providers. I have personal knowledge of the amendment between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri") and SBC Advanced Solutions, Inc. ("SBC-ASI").
2. This amendment establishes non-recurring rates for xDSL loop conditioning for the removal of "all" or "non-excessive" bridged tap using SBC Missouri's modified maintenance process. It also formally amends to reflect the 3 business day provisioning interval for 2-wire and 4-wire copper xDSL loops. This amendment is the result of negotiation. I believe that this amendment between SBC Missouri and SBC-ASI is in the public interest and comports with the relevant requirements of state law.
3. I am not aware of any provision in this amendment that discriminates against any telecommunications carrier that is not a party to this amendment. The terms of this amendment are available to any similarly situated local service provider in negotiating a similar amendment.
4. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further Affiant sayeth not.



David G. Hammock  
RVP-Carrier/Supplier Management  
SBC Advanced Solutions Inc.

Sworn and Subscribed to before me this 1<sup>st</sup> day of November, 2005, to certify which witness my hand.

  
Notary Public

