



May 2, 2003

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Public Service Commission

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulator Law Judge  
Missouri Public Service Commission  
Post Office Box 360  
Jefferson City, Missouri 65102-0360

Dear Judge Roberts:

On April 17, 2001, Birch filed its Notice of Adoption of the Missouri 271 Interconnection Agreement (M2A) of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as SBC Missouri.

Birch Telecom and SBC Missouri have entered into four Amendments to their interconnection agreement. An original and five copies of each of the following amendments are enclosed for filing with your office.

- Amendment – NDA amends Attachment 22: DA-Facilities Based SWBT-Provided Directory Assistance.
- Amendment – Reverse Directory Assistance amends Attachment 22: DA-Facilities Based SWBT-Provided Directory Assistance.
- Amendment – DS3 Local Loop amends Attachment 6: Unbundled Network Elements.
- Amendment – Removal of All and Non-Excessive Bridged Tap adds Attachment 27.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

Chris Bunce  
Regulatory Counsel  
[Cbunce@birch.com](mailto:Cbunce@birch.com)

Enclosures

AMENDMENT  
TO INTERCONNECTION AGREEMENT  
by and between  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
BIRCH TELECOM OF MISSOURI, INC. - MISSOURI

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The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri")<sup>1</sup> and Birch Telecom of Missouri, Inc. ("CLEC") is hereby amended as follows:

(1) The following language is added to Attachment 22/DA-Facilities Based SWBT-Provided Directory Assistance:

1.1.1 National Directory Assistance (NDA) service consists of listed telephone information (name, address, and telephone numbers) which is provided for residential, business and government accounts throughout the 50 states to CLEC end users.

(2) Appendix Pricing UNE/Schedule of Prices is replaced with a revised schedule that includes prices associated with NDA language, and is herein attached in its entirety.

(3) This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SBC Missouri and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes (and any other voluntarily negotiated changes contained in a separate amendment to the Agreement, if any "Other Agreed Changes") were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment or any Other Agreed Changes qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"). The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes shall only be considered portable under the Illinois Law, Condition 27 or any other Law Paragraph if they otherwise qualify for portability under such Illinois Law, Condition 27 or other Law, if any.

(4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions 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*

<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 Texas as SBC Texas.

*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, 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; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Missouri reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Missouri the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

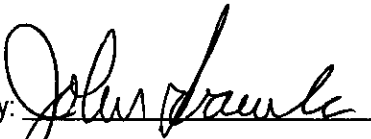
(5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(7) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission (MO-PSC) and shall become effective ten (10) days following approval by such Commission.

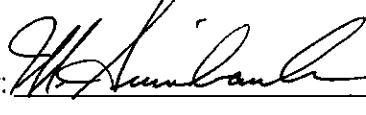
IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16<sup>th</sup> day of APRIL, 2003, by SBC Missouri, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Birch Telecom of Missouri, Inc.

By:   
Title: VICE PRESIDENT

Name: JOHN IVANUSKA  
(Print or Type)  
Date: 4/16/03

Southwestern Bell Telephone, L.P. d/b/a SBC  
Missouri By SBC Telecommunications, Inc.,  
Its authorized agent

By:   
Title: for/President-Industry Markets

Name: Mike Auinbauh  
(Print or Type)  
Date: 4-18-03

SOUTHWESTERN BELL TELEPHONE COMPANY /  
BIRCH TELECOM OF MISSOURI, INC. /  
MISSOURI

NDA AMENDMENT

Elements/Service	USOCs	MONTHLY RATE		Nonrecurring Rate First		Nonrecurring Rate Additional
Directory Assistance						
National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65		None		None