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November 7, 2002

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

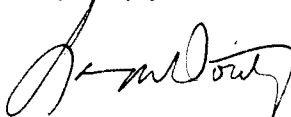
Re: Notice of Amendment to the SWBT M2A
by SBC Advanced Solutions, Inc.
File No. VT-2003-_____

Dear Mr. Roberts:

Please find enclosed for filing with the Missouri Public Service Commission the original and two (2) copies of: (1) SBC Advanced Solutions, Inc.'s ("SBC-ASI") Notice of Amendment to the SWBT M2A; and (2) Amendment to Missouri M2A Interconnection Agreement duly executed by SBC-ASI and Southwestern Bell Telephone Company.

A copy of this filing has been mailed or hand-delivered this date to counsel for Southwestern Bell Telephone Company, the General Counsel's office and the Office of the Public Counsel. If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,



Larry W. DORITY

Enc:

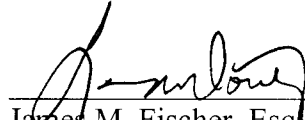
cc: Mr. Paul Lane, SWBT
Dana K. Joyce, General Counsel
Office of the Public Counsel

1. SBC-ASI received its certificates of service authority to provide local exchange and interexchange telecommunications services in Missouri on November 8, 1999, in Case No. TA-2000-260.
2. On February 1, 2000, the Commission issued an order approving tariffs filed by SBC-ASI. In the same order, the Commission indicated that the certificates of service authority granted to SBC-ASI on November 8, 1999, would become effective along with the tariffs on February 7, 2000.
3. The Commission approved the M2A on March 1, 2001, in Case No. TO-99-227. SBC-ASI filed its Notice of Adoption of the SWBT M2A with the Commission on May 25, 2001. SBC-ASI signed the SWBT M2A on May 22, 2001, and original copies of the signed signature pages were attached to said Notice.
4. SBC-ASI subsequently filed with the Commission various Notices of Adoption of Amendments to the SWBT M2A. The filing dates, File Number designations and dates of correspondence from the Commission notifying SBC-ASI that said amendments were being made effective, are set forth below for each respective filing:

a)	June 5, 2001,	File No. IA20010047,	June 18, 2001;
b)	November 2, 2001,	File No. IA20020012,	December 10, 2001;
c)	January 4, 2002,	File No. IA20020025,	February 6, 2002;
d)	March 18, 2002,	File No. IA20020052,	March 27, 2002;
e)	June 26, 2002,	File No. IA20020068,	July 22, 2002; and
f)	August 1, 2002	File No. IA20030011,	September 3, 2002.
g)	September 6, 2002	File No. VT-2003-0002	November 7, 2002
h)	September 6, 2002	File No. VT-2003-0001	(Pending)

5. SBC-ASI submits the attached Amendment to the M2A as executed by SBC-ASI and SWBT. Essentially, this Amendment adds the following appendix: Attachment for HFPL Central Office Sync Testing Maintenance Only. Original copies of the Amendment and appendix (attached thereto and incorporated therein), with the signed signature pages, are attached to this Notice.

Respectfully submitted,



James M. Fischer, Esq. MBN 27543

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Attorneys for SBC Advanced Solutions, Inc.

Date: November 7, 2002

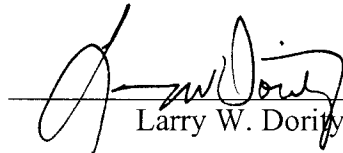
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered or mailed, First Class, postage prepaid, this 7th day of November, 2002, to:

Office of the Public Counsel
P.O. Box 360
Jefferson City MO 65102

Paul G. Lane
Southwestern Bell Telephone
One Bell Center, Room 3520
St. Louis, MO 63101

Dana K. Joyce
General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City MO 65102



Larry W. Dority

AMENDMENT
TO MISSOURI M2A INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SBC ADVANCED SOLUTIONS, INC.

The M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company¹ ("SWBT") and SBC Advanced Solutions, Inc. ("CLEC") is hereby amended as follows:

(1) The Agreement is amended to add the following appendix which is attached hereto and incorporated herein: Attachment For HFPL Central Office Sync Testing Maintenance Only.

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

(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 SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the 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 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 may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43") or any other applicable in-region MFN merger conditions or provisions. The Parties further acknowledge and agree that the

¹On 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, doing business as Southwestern Bell Telephone Company ("SWBT").

Agreed Changes shall only be considered portable under Paragraph 43 or any other applicable in-region MFN merger conditions or provisions if they otherwise qualify for portability under that Paragraph or such other in-region MFN merger conditions or provisions.

(4) 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.

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission 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 28th day of October, 2002, by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, 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
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: James W. Lee

By: Mike Auinbauh

Title: Area Manager-Interconnection

Title: President - Industry Markets

Name: James W. Lee
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Date: October 15, 2002

Date: 10-28-02

**ATTACHMENT FOR HFPL CENTRAL
OFFICE
SYNC TESTING
MAINTENANCE ONLY**

Optional Attachment to Appendix xDSL/HFPL

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**ATTACHMENT FOR HFPL CENTRAL OFFICE
SYNC TESTING
MAINTENANCE ONLY**

Optional Attachment to Appendix xDSL/HFPL

1. INTRODUCTION

- 1.1 This Optional Attachment sets forth the rates, terms and conditions for an optional testing procedure for those instances where CLEC leases an HFPL from **SBC-13STATE** and wishes to obtain **SBC-13-STATE**'s voluntary HFPL Central Office Sync Testing - Maintenance Only service offering. Central Office Sync Testing service, which with CLEC provided test equipment, verifies there is communication, or "sync", from the CLEC's collocated DSLAM to the last cable pair leaving the **SBC-13STATE** Central Office.
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to the HFPL shall remain unchanged and in full force and effect.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13-STATE**, means the applicable SBC ILECs listed above doing business in Arkansas, California, Connecticut, Kansas, Illinois, Indiana, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT**, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC**, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA**, means the applicable above listed ILEC doing business in Nevada.

- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **HFPL SYNC TESTING OFFERING**

- 2.1 Within ten (10) business days the Effective Date of this Attachment, CLEC will provide **SBC-13STATE** with a list of the designated **SBC-13STATE** Central Offices (COs) in which CLEC would like to obtain the HFPL CO Sync Testing provided pursuant to this Attachment. All **SBC-13STATE** COs are available for this voluntary offering. After its initial designation, CLEC may remove from or all to its list of the **SBC-13STATE** COs in which it wishes to obtain **SBC-13STATE** HFPL CO Sync Testing upon ten (10) days advance written notice to **SBC-13STATE**.
- 2.2 **SBC-13STATE** will not require a particular manufacturer's test set; however CLEC will provide an appropriate test set that meets the following standards as approved by SBC Technical Resources, Inc (TRI):
- 2.2.1 Test set devices must be battery powered and use either disposable batteries or come equipped with a recharging unit.
 - 2.2.2 Test set devices must be handheld and be no larger than 7" X 4" X 2" in dimension.
 - 2.2.3 All test set devices must be accompanied with training documentation.
 - 2.2.4 All test set devices must have one indicator for the "sync" result and another indicator for the "no sync" result. The result indicator must be such that no interpretation is necessary to determine whether a sync was accomplished. Examples are as follows: An acceptable indicator would be a test device where: green light = sync and red light or no light = no sync and does not go through a menu driven process. An unacceptable indicator would be a device where interpretation is needed where: 1-3 = sync and 4-6 = no sync.
 - 2.2.5 The case design must be plastic Molded insulated case with protected access to all interface connector pins.
 - 2.2.6 The test set must have a power 'on/off' switch to enable, and disable power.
 - 2.2.7 The test set ADSL interface must be a RJ11 jack with a Aines MFG RJ11 K plug to five-foot non-twisted leads (red and black) with alligator clips, protector shoe and bed-of-nails (Model 6P).
 - 2.2.8 The test set must have attached to its backside, a spring clip that can be attached to a tool belt.
 - 2.2.9 In event **SBC-13STATE** determines that the battery for a CLEC-provided test set is cracked, expanded, leaking or otherwise has been compromised **SBC-**

13STATE shall notify CLEC and upon receipt of such notification from **SBC-13STATE**, CLEC shall contact the Environmental Management Group for the area to obtain an “approved” handler for the compromised battery.

- 2.2.10 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact for compromised batteries to **SBC-13STATE**.
- 2.2.11 The test set must comply with the limits of Class B digital devices, pursuant to Part 15 of the Federal Communications Commission (“FCC”) Rules.
- 2.2.12 The test set must comply with the limits of Class B digital devices, pursuant to Part 15 of the Federal Communications Commission (“FCC”) Rules.
- 2.2.13 The test set must comply with ADSL T1.143 and ITU-T G.992.1 (F.dmt) standards.
- 2.2.14 The test set must meet all loop reach requirements below 7 kft, as described in ITU 048 Interoperability standards.
- 2.2.15 The test set must recognize and train from the ATU-C on a FAST or Interleaved ADSL signal, in both the upstream and downstream directions.
- 2.2.16 Within ten (10) business days of the Effective Date for this Attachment, CLEC shall supply four beta units for lab and field evaluation.
- 2.2.17 **SBC-13STATE** must approve in advance any changes or upgrades outside the scope of these requirements.
- 2.3 Test sets must arrive at **SBC-13STATE** complete with instructions for use, as well as a return label if test set is determined to be or becomes defective during use.
- 2.4 CLEC shall assume responsibility for charges associated with return, shipment, and replacement of test sets.
- 2.5 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide **SBC-13STATE** with a single point of contact (SPOC) and telephone number for the replacement of defective modems.
- 2.6 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact name and address for resolution of issues that arise regarding the provided test sets.
- 2.7 CLEC must provide test sets for selected Central Offices based on average daily ticket volumes in each selected Central Office, such that for every daily average increment of thirty (30) tickets an additional test set shall be provided. For example, a daily average ticket volume of 91 tickets will require the CLEC to provide four (4) test sets.

2.8 Additional batteries (AA 1.5 volt) for test sets will be provided at SBC's expense.

2.9 In the event this Attachment is terminated pursuant to Section 5 below, CLEC is responsible for requesting that the test set be returned.

3. MAINTENANCE REQUESTS

3.1 **SBC-13STATE** will provide resolution of CLEC-referred trouble tickets for Sync Testing requests on HFPL loops in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates.

3.2 Prior to opening a trouble ticket for a C. O. Sync Testing request, the CLEC must determine the problem is not CLEC related. CLEC will be billed and shall pay in 30-minute increments for **SBC-13STATE** technician time involved, pursuant to applicable tariff rates in each region, which are set forth below; provided, however, the rates below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Attachment.

REGION	TARIFF	FIRST HALF HR./FRACTION*	ADDITIONAL*
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	\$32.72	\$32.72
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	\$44.00	\$23.00
SNET	FCC No. 39; Sec. 8.3.1 (B)	\$57.36	\$26.37
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	\$33.51	\$21.32

*Rates subject to tariff changes.

3.3 CLEC may open a Sync Testing Trouble Ticket with either of the following two methods:

3.3.1 By calling the Local Operations Center or Provisioning Center (PSC) and opening a manual ticket through the call center. The CLEC technician should identify it would like to request that Sync Testing be performed; or

3.3.2 By opening an electronic bonding ticket. If the trouble ticket is opened by an electronic bonding ticket, the CLEC needs to place in the remarks field, "Sync Testing requested."

4. WAIVER

- 4.1 **SBC-PACIFIC** and **SBC-NEVADA**: The Parties acknowledge that **SBC-PACIFIC/SBC-NEVADA** will have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment are not subject to **SBC-PACIFIC**'s/**SBC-NEVADA**'s obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

5. TERM AND TERMINATION

- 5.1 The Term and Termination language set forth in the General Terms and Conditions of this Agreement shall not generally apply to this Attachment. Rather, the effective date of this Attachment shall be ten (10) days following the date it is approved or is deemed to have been approved by the appropriate state commission(s) ("Effective Date") and such Attachment shall remain in effect for the Term of the Interconnection Agreement or until terminated by either Party as set forth in Section 5.2 below.
- 5.2 Either Party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other Party.

6. RESERVATION OF RIGHTS

- 6.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on

Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Attachment which makes available HFPL Sync Testing, neither Party waives any of its rights with respect to such Orders as to the provisions in this Attachment or with respect to any xDSL/HFPL or other provisions in the underlying Agreement. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein and in the underlying Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein or in the underlying Agreement, specifically including those arising with respect to the Orders or any other proceeding, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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 the underlying Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the HFPL provisions set forth elsewhere in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

STATE OF TEXAS:
COUNTY OF BEXAR:

AFFIDAVIT OF CLEC REPRESENTATIVE


Before me, the Undersigned Authority, on this 30th day of October, 2002, personally appeared James W. Lee who, upon being by me duly sworn on oath deposed and said the following:

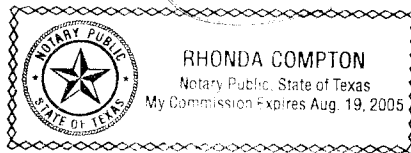
1. My name is James W. Lee. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am an Area Manager-Interconnection with SBC Advanced Solutions, Inc. I have personal knowledge of the Amendment between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") and SBC Advanced Solutions, Inc.
2. This Amendment establishes HFPL Central Office Sync Testing. This Amendment is the result of negotiation. I believe that this Amendment between SWBT and SBC Advanced Solutions, Inc. is in the public interests and comports with the relevant requirements of state law.
3. Further, consistent with the policy provision of PURA, I believe that this Amendment fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. 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 agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further the Affidavit sayeth not.


James W. Lee - Area Manager-Interconnection

Sworn and Subscribed to before me this 30th day of October, 2002, to certify which witness my hand.


Notary Public in and for the State of Texas



My Commission expires on: _____