

FOSTER & MALISH, L.L.P.

ATTORNEYS AT LAW

MARK FOSTER†
CHRISTOPHER MALISH
†BOARD CERTIFIED ADMINISTRATIVE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

A REGISTERED LIMITED LIABILITY PARTNERSHIP
1403 WEST SIXTH STREET
AUSTIN, TEXAS 78703
(512) 476-8591
FAX (512) 477-8657
EMAIL: fostermalish@austin.rr.com

GOVERNMENTAL AFFAIRS CONSULTANTS:
MARTA GREYTOK**
HARRY M. SNYDER†
‡ADMITTED IN KENTUCKY ONLY
**NOT ADMITTED TO PRACTICE LAW

October 3, 2002

Via UPS Overnight Delivery

Dale Hardy Roberts
Secretary - Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison St., Ste. 100
Jefferson City, Missouri 65102
(573) 751-3234

RECEIVED⁶

OCT 04 2002

*Records
Public Service Commission*

Re: *Amendments to the M2A Interconnection Agreement between SWBT and The Pager Company d/b/a The Pager and Phone Company*

Dear Mr Roberts:

Please be advised that UNE Remand and Merger Conditions amendments to the existing Missouri 271 Agreement (M2A) have been executed between the above referenced parties. Enclosed please find a UNE Remand Amendment in its entirety and a Merger Conditions Amendment in its entirety. Original signature pages for these amendments were sent to you on October 1, 2002 and remain in your possession.

Please advise if any further notification is required.

Very truly yours,



Mark Foster

Enclosure

cc: Willena D. Hendley (via fax)
Dale R. Schmick (via fax)

Janet Hadaway
Manager - Contract Production
& Processing

Four SBC Plaza
311 S. Akard, 8th Floor
Dallas, TX 75202-5398



*RECEIVED*⁶

September 12, 2002

OCT 04 2002

*Records
Public Service Commission*

Dale R. Schmick
The Pager Company d/b/a The Pager & Phone Company
Vice President/General Manager
3030 East Truman Road
Kansas City, MO 64127

Dear Mr. Schmick:

Enclosed is the proposed amendment between your company and Southwestern Bell Telephone Company for review and signature for the states of Kansas and Missouri. This package contains the following:

1. The UNE Remand Amendment with six (6) signature pages.

Return all six (6) original signed and dated signature pages within 30 days for proper execution:

Contract Processing
311 South Akard
9th Floor
Dallas, TX 75202

Please retain the paper copy of the amendment for your records. Additional paper copies will not be sent. After SBC executes, a fully executed signature page will be returned for your records. For the states of AR, MO, and OK, a fully executed signature page will be returned for each state so that you may file with the appropriate commission. In addition, there will be a fully executed signature page returned to you for your records.

Please be aware that SBC reserves the right to seek proposed deletions, additions or modifications to the provisions of this amendment including any appendices, schedules, and/or attachments to such amendment, at any time prior to execution of the final amendment by both parties.

080202

Additional information outlined in Attachment A may be required to meet Regulatory requirements of each state commission. Please review these requirements and provide documents specific to the states in which your amendment will be filed. State certification status and number, if appropriate, is required to complete the filing process.

If you have not previously submitted your AECN/OCN and ACNA numbers, please provide with your executed signature pages. They are required for execution:

AECN/OCN _____ ACNA _____

If you have questions regarding the enclosed please contact Barbara Pepe at 214-464-0213.

Sincerely,

Janet Hadaway
Manager – Contract Production
& Processing

Attachments

ATTACHMENT A

Provide your certification number for the states in which you are certified to do business. If you are not certified but will be doing business, provide the application date for certification in each state.

State	Document(s) Required	Document provided by	Filed by
KS	None		SBC
MO	None		Carrier

AMENDMENT NO. ____
TO THE
INTERCONNECTION AGREEMENT – MISSOURI
EFFECTIVE _____
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SOUTHWESTERN BELL TELEPHONE COMPANY
AND
THE PAGER COMPANY D/B/A THE PAGER & PHONE COMPANY

This Amendment to the Interconnection Agreement – Missouri is entered into this _____ day of _____, 2002 between, SOUTHWESTERN BELL TELEPHONE, L. P. d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT"), a Texas Limited Partnership, having an office at 530 McCullough, San Antonio, Texas 78215, and The Pager Company d/b/a The Pager & Phone Company ("CLEC"), a Missouri corporation, having an office at 3030 East Truman Road, Kansas City, Missouri 64127, (collectively, "the Parties").

WHEREAS the Parties on _____, 2002 entered into the Interconnection Agreement – Missouri approved by an Order of the Missouri Public Service Commission in Case No. TO-99-227 ("the Agreement"); and

WHEREAS, Paragraph 18.1 of the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the FCC published in the Federal Register its Third Report and Order in Docket No. 96-98 on January 18, 2000, as amended by Supplemental Order released November 24, 1999 in the same proceeding ("UNE Remand Order"); and

WHEREAS, although the Parties acknowledge that the Agreement was already, in many ways, consistent with the UNE Remand Order when it became effective, they wish to amend the Agreement to incorporate certain additional holdings of the UNE Remand Order by amending the following sections as indicated. All other sections remain unchanged;¹

¹ Additions are indicated by boldface type; deletions by strikethrough.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

Attachment 6: Unbundled Network Elements (Section 3) is amended as follows:

3.0 Network Interface Device

- 3.1 The Network Interface Device (NID) is **unbundled network element** is defined as any means of interconnection of end-user customer premises wiring to SWBT's distribution loop facilities, such as a cross connect device used for that purpose ~~a cross connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer.~~ The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. Pursuant to applicable FCC rules, SWBT offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.
- 3.2 CLEC personnel may connect CLEC loop facilities to the customer's premises wiring ~~inside wire at through~~ the SWBT NID, as is, at no charge, or at any other technically feasible point. Should CLEC request SWBT to disconnect its loop from the customer's inside wire, SWBT will charge CLEC a non recurring charge as reflected on Appendix Pricing UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SWBT based on Time and Materials charges as reflected on Appendix Pricing UNE - Schedule of Prices labeled "Time and Materials Charges".

Attachment 6: Unbundled Network Elements (Section 4) is amended as follows:

4.0 Local Loop

- 4.1 Definition: Pursuant to applicable FCC rules, a ~~A~~ "loop" **local loop unbundled network element** is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and the loop demarcation point at an end user customer premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to customer premises wiring, provided such wire is owned and controlled by SWBT. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.

- 4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing UNE - Schedule of Prices the types of unbundled loops in Sections 4.2.1 through 4.2.45. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.2.5 **The DS3 Loop provides a digital, 45 Mbps circuit from the SWBT central office to the customer's end user location. Pursuant to the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, whether or not entrance facilities are self-provided or obtained from third parties, unless they are used to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. The "significant amount of local exchange service, in addition to exchange service, to a particular customer" must be properly quantified and certified to SWBT pursuant to the FCC's Supplemental Order and to SWBT's established implementation plans and procedures set forth on the CLEC website.**
- 4.2.56 Nothing in the loop definitions provided above is intended to limit a CLEC from using UNE loops to transmit signals in the ranges as specified in Attachment DSL-MO, which forms a part of this Agreement. SWBT agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of

Attachment DSL-MO and the general terms and conditions applicable to UNEs (sections 2.0 - 2.22.11, *supra*).

- 4.3 CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, ~~including, without limitation, loops capable of carrying DS3 signals,~~ pursuant to the Special Request process. The availability of a loop type, ~~e.g., DS3 loop,~~ through the Special Request process does not limit the availability to CLEC of equivalent functionality through the dedicated transport entrance facilities that are available to CLEC and priced under this Agreement, ~~e.g., DS3 Entrance Facility.~~

4.6 Subloop Elements

SWBT will provide subloop elements as unbundled network elements in the following manner.

~~4.6.1 Distribution: SWBT will offer as an unbundled element the segment of the local loop extending between a remote terminal (RT) site (located in a hut, CEV, or cabinet) and the end-user premises. Loop distribution will be provided for each of the unbundled loop types described in Sections 4.2.1 through 4.2.4 preceding. Loop distribution is only available where digital loop carrier exists in the loop route. SWBT is not required to offer the segment of the loop between a Feeder Distribution Interface (FDI) and the RT site, or the FDI and the end-user premises, as a separate unbundled network element.~~

~~4.6.1.1 When CLEC purchases the subloop element called loop distribution, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "Subloop Distribution".~~

~~4.6.2 Feeder: in the feeder segment of the loop, only the dark fiber and the 4-wire copper cable that is conditioned for DS-1 must be offered as unbundled network elements. SWBT must provide dark fiber in the feeder segment of the loop as an unbundled network element under the following conditions: SWBT will offer its dark fiber to CLEC but may offer it pursuant to agreements that would permit revocation of CLEC's right to use the dark fiber upon twelve (12) months' notice by SWBT. The parties will develop a standardized form for leasing interoffice dark fiber and dark fiber feeder within 10 days after CLEC's initial request for dark fiber. Thereafter, within 30 days from its receipt of an CLEC request for dark fiber feeder, SWBT either will grant the request and issue an appropriate lease or deny the request and provide CLEC with a written explanation demonstrating SWBT's need to use the specific fiber requested by CLEC within the twelve-month period following CLEC's request. To exercise its right of revocation, SWBT will demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP. An LSP, including CLEC, may not, in a twenty-four (24) month period, lease more than 25% of SWBT's excess dark fiber capacity in a particular feeder~~

~~segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that the LSP is using the leased dark fiber capacity at a level of transmission less than OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with an LSP and provide the LSP a reasonable and sufficient alternative means of transporting the traffic. SWBT will provide CLEC physical access to, and the right to connect to, the feeder provided under this section in a remote terminal site which may include cabinets, bays, or vaults as appropriate, as further specified in the lease for that segment and consistent with the collocation provisions of this Agreement and any applicable collocation tariffs. Consistent with the definition of loop feeder, dark fiber or 4 wire DS1 will be terminated in the central office on a main distribution frame or its equivalent and will be terminated on an appropriate termination panel at a remote terminal site.~~

~~4.6.2.1 When CLEC purchases dark fiber in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "Dark Fiber" under the heading "Subloop Feeder".~~

~~4.6.2.2 When CLEC purchases 4 Wire Copper cable that is conditioned for DS1 in the feeder segment of the loop, CLEC will pay the charges shown on Appendix Pricing UNE Schedule of Prices labeled "DS1 4 Wire Copper" under the heading "Subloop Feeder".~~

~~4.6.3 Digital Loop Carrier: the DLC will be offered as an unbundled network element but SWBT is not required to offer further unbundling of the DLC. DLC will be offered as an unbundled element on a case by case basis through the Special Request Process.~~

4.6.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible points on the loop. An accessible point on the loop is where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.6.2 CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal

1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
1. Main Distributing Frame	Terminal
1. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
1. Remote Terminal	Terminal
2. Remote Terminal	Network Interface Device or other point of demarcation
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device or other point of demarcation
5. Terminal	Network Interface Device or other point of demarcation
6. Stand Alone NID	Not applicable

4.6.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish collocation and/or the necessary sub-loop interconnection arrangement(s) to interconnect to the sub-loop. Prior to ordering a sub-loop, CLEC will submit a request for information on sub-loop availability. Appropriate prices for processing the inquiry as well as appropriate prices for the engineering and other associated services performed will apply. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLECs only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

4.6.4 Sub-loop are provided "as is" unless CLEC requests loop conditioning on xDSL Compatible Sub-loops for the purpose of offering advanced services. xDSL Compatible Sub-loop Conditioning will be provided at the rates, terms, and conditions set out in Appendix 25-xDSL.

4.6.5 Notwithstanding any provision in the Agreement, Sub-loops are not available for combination by SWBT with any Unbundled Network Elements or service.


**SOUTHWESTERN BELL TELEPHONE COMPANY/
THE PAGER COMPANY dba The Pager and Phone Company
MISSOURI**

APPENDIX PRICING
SWBT

Line	Rate Elements	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
166	Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	\$ 13.13	None	None
167	MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	\$ 29.08	None	None
168	MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	\$ 25.19	None	None
169	MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural)	\$ 27.11	None	None
170	MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield)	\$ 24.39	None	None
171	MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	\$ 17.42	None	None
172	MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban)	\$ 17.90	None	None
173	MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	\$ 18.24	None	None
174	MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	\$ 19.31	None	None
175	MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	\$ 21.62	None	None
176	MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban)	\$ 27.28	None	None
177	MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	\$ 30.86	None	None
178	MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	\$ 26.85	None	None
179	MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	\$ 108.41	None	None
180	MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	\$ 111.22	None	None
181	MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	\$ 115.31	None	None
182	MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield)	\$ 108.71	None	None
183	MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	\$ 742.14	None	None
184	MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	\$ 986.90	None	None
185	MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	\$ 1,090.86	None	None
186	MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield)	\$ 805.08	None	None
187	Subloop Cross Connects			
188	Subloop Cross Connect 2-Wire Analog Central Office Originating	None	\$ 324.78	\$ 124.32
189	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	None	\$ 425.24	\$ 161.25
190	Subloop Cross Connect 4-Wire Analog Central Office Originating	None	\$ 326.26	\$ 125.80
191	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	None	\$ 426.72	\$ 162.73
192	Subloop Cross Connect 2-Wire DSL Central Office Originating	None	\$ 324.78	\$ 124.32
193	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	None	\$ 425.24	\$ 161.25
194	Subloop Cross Connect 4-Wire DSL Central Office Originating	None	\$ 326.26	\$ 125.80
195	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	None	\$ 426.72	\$ 162.73
196	Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	None	\$ 367.17	\$ 138.91
197	Subloop Cross Connect DS1 Central Office Originating	None	\$ 641.81	\$ 262.87
198	Subloop Cross Connect DS3 Central Office Originating	None	\$ 1,164.60	\$ 568.19
199	Dark Fiber			

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of September, 2002, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**The Pager Company
d/b/a The Pager & Phone Company**

By: 

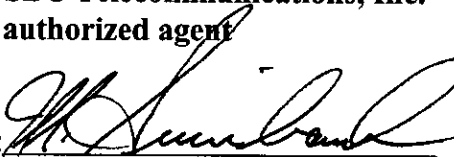
Title: VICE PRESIDENT / GENERAL MANAGER

Name: DALE P. Schmitz
(Print or Type)

Date: 9/23/02

AECN/OCN # 064A

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

By: 

Title: President - Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: 9/23/02

UNE REMAND

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of September, 2002, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**The Pager Company
d/b/a The Pager & Phone Company**

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

By: [Signature]

By: [Signature]

Title: Vice President / General Manager

Title: President - Industry Markets

Name: Patricia Schmitz
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Date: 9/20/02

Date: 9/23/02

AECN/OCN # 064A