

# METRO-TELECONNECT COMPANIES

Providing Quality Local Telephone Service

June 14, 2004

Mr. Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary  
Missouri Public Service Commission  
Governor Office Building  
Records Department  
200 Madison, Suite 100  
Jefferson City, MO 65102 - 0537

**RECEIVED<sup>3</sup>**

JUN 16 2004

*Records  
Public Service Commission*

Dear Mr. Roberts:

Please accept the enclosed signed amendment to Missouri 271 Interconnection Agreement signed by Metro Teleconnect Companies and Southwestern Bell Telephone.

This amendment is modifying the OSS Schedule of Prices set forth by Southwestern Bell Telephone to "None".

This filing is enclosed with three copies as specified in your Interconnection Modification Agreements instructions.

Sincerely,

*Patricia M. Sheets*

Patricia M. Sheets  
Legal and Regulatory Department

Enclosures



**AMENDMENT TO  
MISSOURI 271 INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
METRO TELECONNECT COMPANIES, INC.**

**RECEIVED<sup>3</sup>**  
**JUN 16 2004**  
*Public Service Commission Records*

The Missouri 271 Interconnection Agreement dated December 15, 2003 ("the Agreement") by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri<sup>1</sup> ("SBC Missouri") and Metro Teleconnect Companies, Inc. ("CLEC") is hereby amended as follows:

NOW THEREFORE the Parties agree to hereby amend the Agreement as follows:

- (1) Attachment 27: OSS (Access to Operations Support Systems and Related Functions), which is attached hereto and incorporated herein by this reference, shall be added to the Agreement in its entirety as Attachment 27, and shall supersede Attachments 2, 3, 7, and 8 of this Agreement.
- (2) UNE Schedule of Prices – The UNE Schedule of prices is hereby amended. The following lines and associated footnote 6 shall be deleted:

**OSS**

6	System Access	\$3,345.00	None	None
6	Remote Facility per port - Direct Connection	\$1,580.00	None	None
6	Remote Facility per port - Dial-up Connection	\$316.00	None	None

- (3) Appendix Services Pricing – The Appendix Services Pricing Appendix is hereby amended as follows:
  - 15.0 Price for access to Operational Support Systems (OSS) – is deleted and will be replaced with: Intentionally left blank
  - 15.1 The prices to access OSS are as follows: - is deleted and will be replaced with: Intentionally left blank.
  - 15.1.1 through 15.1.4 – shall be deleted and will be replaced with: Intentionally left blank
- (4) The billing of the flat rate OSS Charge for System Access and Connectivity is billed on a monthly basis in arrears. For amendments with an effective date of the 1st through the 15th, billing will cease on the 1st of that same calendar month. For amendments with an effective date of the 16th through the 31st, billing will cease on the 1st of the next calendar month.
- (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) 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 (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 Case No. TO-99-227 (dated March 6, 2001); 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

<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.

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"), if any. 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.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet incorporated into this Agreement or which may be the subject of further government review: 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 Association, et. al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003 and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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), 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Amendment, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). In the event of such a Written Notice, 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 provisions. 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.

- (7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (8) This Amendment shall be filed with and is subject to approval by the Missouri Public Service 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

Metro Teleconnect Companies, Inc.

Signature: Patrick Smith

Name: PATRICK SMITH  
(Print or Type)

Title: Director  
(Print or Type)

Date: 3/24/04

FACILITIES-BASED OCN # 141B

ACNA EZR

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

Signature: Mike Auinbaugh

Name: Mike Auinbaugh  
(Print or Type)

Title: For/ President - Industry Markets

Date: APR 22 2004