

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application for Approval	)	
of an Amendment to the Interconnection	)	
Agreement Between The Phone Connection,	)	Case No. _____
Inc. and Southwestern Bell Telephone, L.P.	)	
d/b/a SBC Missouri.	)	

**APPLICATION FOR APPROVAL OF AMENDMENT  
TO INTERCONNECTION AGREEMENT**

SBC Missouri,<sup>1</sup> pursuant to 4 CSR 240-3.513(6)(C), respectfully submits the attached Amendment to the Interconnection Agreement between The Phone Connection, Inc. ("The Phone Connection") and SBC Missouri to remove certain provisions from the parties' Agreement and respectfully requests the Missouri Public Service Commission ("Commission") approve it. In support of this Application, SBC Missouri states:

1. Southwestern Bell Telephone, L.P., is a Texas limited partnership,<sup>2</sup> with its principal Missouri office at One SBC Center, Room 3520, St. Louis, Missouri 63101. Southwestern Bell Telephone, L.P. is authorized to do business in Missouri,<sup>3</sup> and its fictitious name "SBC Missouri" is duly registered with the Missouri Secretary of State.<sup>4</sup> SBC Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications service" within the State of Missouri as each of those phrases are defined in Section 386.020, RSMo. 2000.

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<sup>1</sup> Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, will be referred to in this pleading as "SBC Missouri."

<sup>2</sup> A copy of the Partnership Agreement for Southwestern Bell Telephone, L.P. was filed with the Commission on October 15, 2003. See, In the Matter of the Application of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, for Review and Reversal of North American Number Plan Administrator's Decision to Withhold Numbering Resources, Case No. TO-2004-0170.

<sup>3</sup> A certificate from the Missouri Secretary of State certifying that Southwestern Bell Telephone, L.P. is authorized to do business in Missouri was filed with the Commission on October 15, 2003. See, In the Matter of the Application of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, for Review and Reversal of North American Number Plan Administrator's Decision to Withhold Numbering Resources, Case No. TO-2004-0170.

<sup>4</sup> A copy of the registration of the fictitious name "SBC Missouri" was filed with the Commission on January 17, 2003. See, In the Matter of the Name Change of Southwestern Bell Telephone L.P. d/b/a Southwestern Bell Telephone company to Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Case No. IN-2003-0247.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Paul G. Lane  
Leo J. Bub  
Robert J. Gryzmala  
Mimi B. MacDonald  
Attorneys for Southwestern Bell Telephone, L.P.,  
d/b/a SBC Missouri  
One SBC Center, Suite 3520  
St. Louis, Missouri 63101

The electronic mail address, fax number, and telephone number of SBC Missouri's attorneys are contained in the signature block of this Petition.

3. SBC Missouri does not have any pending or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment, or decision has occurred within three (3) years of the date of this Application.

4. SBC Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. On August 22, 2005, The Phone Connection, pursuant to 47 U.S.C. Section 252(i), adopted the interconnection agreement, as amended, between SBC Missouri and MCImetro Access Transmission Services, L.L.C. The Phone Connection effected this adoption by entering into the short form interconnection agreement with SBC Missouri that had been prepared to facilitate CLECs' adoption of one of the interconnection agreements resulting from the multi-party arbitration in Case No. TO-2005-0336. The Phone Connection's short form agreement was assigned Case No. VT-2006-0010.

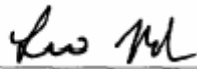
6. On November 3, 2005, The Phone Connection and SBC Missouri agreed to amend their interconnection agreement by removing from that agreement the Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, in its entirety. A fully executed copy of the parties' November 3, 2005, Amendment is appended to this application. To SBC

Missouri's knowledge, this type of interconnection agreement amendment has not previously been approved by the Commission and is being submitted to the Commission for approval pursuant to the Commission's rule set out at 4 CSR 240-3.513(6)(C).

WHEREFORE, SBC Missouri respectfully requests the Commission to approve the November 3, 2005 Amendment to the Interconnection Agreement between The Phone Connection, Inc. and SBC Missouri.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

BY 

PAUL G. LANE #27011

LEO J. BUB #34326

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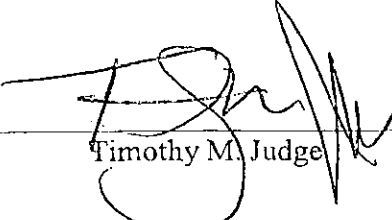
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314-247-0014 (Fax)

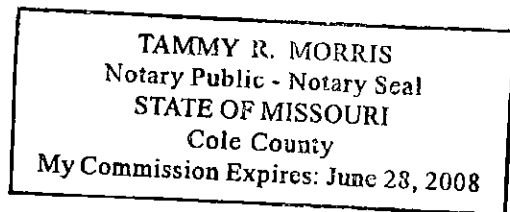
leo.bub@sbc.com

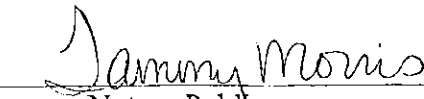
**VERIFICATION**

I, Timothy M. Judge, a duly authorized representative of SBC Missouri hereby verify and affirm that I have read the foregoing Application and that the statements contained therein are true and correct to the best of my information and belief.

  
\_\_\_\_\_  
Timothy M. Judge

Subscribed and sworn to before me on this 18<sup>th</sup> day of November, 2005.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 28, 2008

## **CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by electronic mail on November 18, 2005.

BY 

Dan Joyce  
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Missouri Public Service Commission  
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The Phone Connection, Inc.  
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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. DBA SBC MISSOURI  
AND  
THE PHONE CONNECTION, INC.**

On August 22, 2005, The Phone Connection, Inc. ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") and MCI Metro Access Transmission Services, LLC. Upon approval by the Missouri Public Service Commission, the agreement so requested by Carrier became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between SBC Missouri and Carrier. Pursuant to this Amendment, the Agreement is hereby amended as follows:


- (1) The Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.
- (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) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) 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 Intercarrier 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 Carrier'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 in which this Agreement is effective,

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.

- (5) 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 3rd day of November, 2005, by SBC Missouri, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

The Phone Connection, Inc.

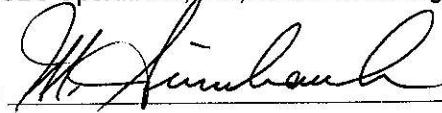
By: 

Name: JAMES BEIDEN  
(Print or Type)

Title: MANAGER  
(Print or Type)

Date: 10-18-05

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

By: 

Name: Mike Auinbauh  
(Print or Type)

Title: AVP - Local Interconnection Marketing

Date: NOV 03 2005

FACILITIES-BASED OCN # 011A

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