



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 MISSOURI M2A INTERCONNECTION AGREEMENT**

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AND**

**BIRCH TELECOM OF MISSOURI, INC.**

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The M2A Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone Company<sup>1</sup> ("SBC Missouri") and Birch Telecom of Missouri, Inc. ("CLEC") is hereby amended as follows:

(1) Appendix 6: Unbundled Network Elements is amended as follows:

(a) Sections 4.1 and 4.2 have been modified to read as follows:

**4.0 Local Loop**

- 4.1 Definition: Pursuant to applicable FCC rules, a 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, and where such loops are deployed in SWBT wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 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 4.2.7. 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.

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<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.

**(b) Sections 4.2.5 and 4.2.6 have been added as follows:**

**4.2.5 DS3 Digital Loop**

The DS3 loop provides a digital, 45 Mbps transmission facility from the SWBT Central Office to the end user premises. DS3 Loops are not subject to the obligations set forth in Sections 2.2, 2.4, 2.4.1, 2.8, 4.4, 5.3.1.1, 5.3.1.4, 11.3 and 14.

Notwithstanding Section 4.2.5 above, where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

- 4.2.6** 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.

**(c) The original Section 4.2.5 has been renumbered to Section 4.2.7 based upon the additional language referenced in section (1)(b) above.**

- 4.2.7** 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*).

**(d) Section 4.3 has been modified to read as follows:**

- 4.3** CLEC may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, pursuant to the Special Request process. The availability of a loop type 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) Section 14.9 is added as follows:**

- 14.9 SWBT will reconfigure existing qualifying special access services terminating at a collocation arrangement to combinations of unbundled loop and transport but only in accordance with the requirements of the FTA, applicable FCC rules and the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370). SWBT's processes to do so in accordance with those requirements are set forth on the SBC CLEC web site.
- (2) Appendix Pricing UNE - Schedule of Prices is replaced with a revised schedule that includes prices associated with DS3 local loop language, and is herein attached in its entirety.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) 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.
- (6) 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 25th day of APRIL, 2003, 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.

**Birch Telecom of Missouri, Inc.**

By: 

Title: VICE PRESIDENT

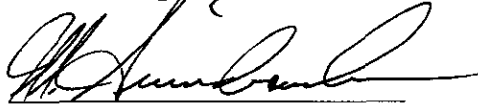
Name: JOHN IVANUSKA  
(Print or Type)

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: APR 23 2003

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

DS3 LOOP AMENDMENT

Elements/Service	USOCs	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional
Local Loops				
DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03
DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03
DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03
DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03