

FISCHER & DORITY
PROFESSIONAL CORPORATION

James M. Fischer
Larry W. DORITY

Attorneys at Law
Regulatory & Governmental Consultants

101 Madison, Suite 400
Jefferson City, MO 65101
Telephone: (573) 636-6758
Fax: (573) 636-0383

August 4, 2004

Honorable 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

RECEIVED

AUG 04 2004

*Records
Public Service Commission*

Re: Notice of Amendment to the SBC Missouri M2A
by SBC Advanced Solutions, Inc.
File No. _____

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 SBC Missouri M2A; and (2) Amendment to Missouri M2A Interconnection Agreement duly executed by SBC ASI and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri.

A copy of this filing has been mailed or hand-delivered this date to counsel for SBC Missouri, 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, SBC Missouri
Dana K. Joyce, General Counsel
Office of the Public Counsel

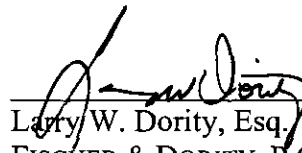
In the Matter of the Application of SBC
Advanced Solutions, Inc. for Approval of an
Interconnection Agreement with Southwestern
Bell Telephone, L.P. d/b/a SBC Missouri.

i)	June 5, 2001,	File No. IA20010047,	June 18, 2001;
ii)	November 2, 2001,	File No. IA20020012,	December 10, 2001,
iii)	January 4, 2002,	File No. IA20020025,	February 6, 2002;
iv)	March 18, 2002,	File No. IA20020052,	March 27, 2002;
v)	June 26, 2002,	File No. IA20020068,	July 22, 2002;
vi)	August 1, 2002,	File No. IA20030011,	September 3, 2002;
vii)	September 6, 2002,	File No. VT-2003-0002,	November 7, 2002;
viii)	September 6, 2002,	File No. VT-2003-0001,	December 26, 2002;

ix) November 7, 2002, File No. VT-2003-0018, December 26, 2002;
x) September 4, 2003, File No. VT-2004-0008, November 6, 2003.

5. SBC ASI submits the attached Amendment to the M2A as executed by SBC ASI and SBC Missouri. Essentially, this Amendment incorporates Removal of ALL or Non-Excessive Bridge Tap ("RABT") using the Modified Maintenance Process provisions into the Interconnection Agreement. Original copies of the Amendment and Attachments (attached thereto and incorporated therein), with the signed signature pages, are attached to this Notice.

Respectfully submitted,



Larry W. Dority, Esq. MBN 25617
FISCHER & DORITY, P.C.
101 Madison Street, Suite 400
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
Facsimile: (573) 636-0383
E-mail: lwdority@sprintmail.com

Attorneys for SBC Advanced Solutions, Inc.

Date: August 4, 2004

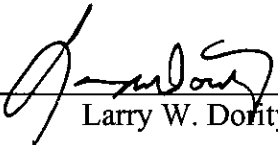
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, e-mailed, or mailed, First Class, postage prepaid, this 4th day of August, 2004, to:

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

Paul G. Lane
SBC Missouri
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

COUNTY OF DALLAS:
STATE OF TEXAS:

AFFIDAVIT OF DAVID G. HAMMOCK

Before me, the Undersigned Authority, on this 29 day of July, 2004 personally appeared David G. Hammock who, upon being by me duly sworn on oath deposed and said the following:

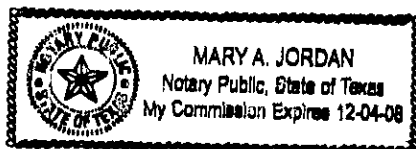
1. My name is David G. Hammock. I am over the age 21, of sound mind and competent to testify to the matters stated herein. I am responsible for SBC Advanced Solutions, Inc.'s negotiation and execution of Interconnection Agreements with other telecommunications providers. I have personal knowledge of the Amendment between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri") and SBC Advanced Solutions, Inc. ("SBC-ASI").
2. The Amendment to incorporate Removal of ALL or Non-Excessive Bridge Tap ("RABT") using the Modified Maintenance Process provisions into the Interconnection Agreement and is the result of good faith negotiation. I believe that the Amendment between SBC Missouri and SBC-ASI is in the public interest and comports with the relevant requirements of state law.
3. I am not aware of any provision of this Amendment that discriminates against a 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 Amendment.
4. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

Further Affiant sayeth not.

David G. Hammock

David G. Hammock
RVP Carrier Management-Local Access
SBC Advanced Solutions Inc.

Sworn and Subscribed to before me this 29 day of July, 2004, to certify which witness my hand.



Mary A. Jordan
Notary Public in and for the State of Texas

AMENDMENT
TO MISSOURI (M2A) INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
SBC ADVANCED SOLUTIONS, INC.

RECEIVED

AUG 04 2004

*Records
Public Service Commission*

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

- (1) The Agreement is amended to incorporate Removal of All or Non-Excessive Bridged Tap ("RABT") using the Modified Maintenance Process provisions into the Agreement, including without limitation, the associated RABT Pricing Schedule, which are attached hereto and incorporated herein by this reference. These RABT provisions are hereby added as "Schedule 1" to Attachment 25: xDSL-MO, the M2A Optional Line Sharing Amendment Appendix to Attachment 25: xDSL – Interim Appendix HFPL, and to Appendix High Frequency Portion of Centrex Facilities ("HFPCL"), and which shall apply to xDSL loops, the HFPL and the HFPCL.
- (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) The underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission ("Commission") Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain pricing revisions in certain Appendices (referenced above) and specific language changes to terms and conditions 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 to terms and conditions 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 the Commission's Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes (excluding any prices and pricing revisions) set forth in this Amendment or any Other Agreed Changes (excluding any prices and pricing revisions) 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"), if any. The Parties further acknowledge and agree that the Agreed Changes and any Other Agreed Changes, excluding any prices and pricing revisions, 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.

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 in Missouri as SBC Missouri.

(4) 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: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al 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 (rel. Aug. 21, 2003), and the FCC's Biennial Review Proceeding; 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 as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001). 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). 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.

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(6) This Amendment shall be filed with and is subject to approval by the Commission and shall become effective ten (10) days following the date this Amendment is approved or is deemed to have been approved by such Commission.

20th IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this July, 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.

SBC Advanced Solutions, Inc.

Southwestern Bell Telephone, L.P., d/b/a SBC
Missouri By SBC Telecommunications, Inc.,
Its authorized agentBy: David HammockBy: Larry B. CooperTitle: RVP - Carrier Mgmt - Local AccessTitle: /For Senior Vice President
Industry Markets & Diversified BusinessesName: DAVID G. HAMMOCK
(Print or Type)Name: Larry B. Cooper
(Print or Type)Date: July 8, 2004Date: JUL 20 2004

Schedule 1

Removal of All or Non-Excessive Bridged Tap("RABT") – Modified Maintenance Process for xDSL and Line Shared Loops

1.1 The following provisions shall apply to xDSL loops, the high frequency portion of the loop ("HFPL") and the high frequency portion of centrex facilities ("HFPCCL") ordered by CLEC from SBC Missouri under this Agreement.

1.2 Definitions:

1.2.1 "All Bridged Tap" means both "Excessive" and "Non-excessive" Bridged Tap.

1.2.2 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

1.2.3 "Non-excessive Bridged Tap" as used herein shall refer to bridged tap less than 2,500 feet in total length.

1.3 General Terms and Conditions:

1.3.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the HFPL, xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to SBC MISSOURI interferer information on the loop at the time of opening the trouble ticket. CLEC should, if available, utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the cumulative length of all sections. If CLEC opens an RABT trouble ticket for which SBC MISSOURI later determines that the requested conditioning is not available because no such bridged tap was on the loop, CLEC will not be charged for RABT conditioning, but in those cases where the RABT trouble ticket was opened by CLEC based upon inaccurate CLEC information, trouble ticket will be closed as a 'No Trouble Found' (NTF), and CLEC may be billed and in such case shall pay, the rates referenced in Section 1.3.5 below.

1.3.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information; provided, however, upon CLEC's request, the LOC will also investigate and address any SBC MISSOURI non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but SBC MISSOURI does not guarantee the synchronization of any loop. The submission by CLEC of a trouble ticket for RABT shall constitute CLEC's authorization for SBC MISSOURI to condition the loop as requested. CLEC shall then be billed and shall pay the applicable RABT conditioning charges set forth in the attached RABT Pricing Schedule. If and when All Bridged Tap has been

removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC MISSOURI Local Operations Center ("LOC"). SBC MISSOURI's LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

- 1.3.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals SBC MISSOURI provides to its advanced services affiliate. When SBC MISSOURI determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC MISSOURI, SBC MISSOURI has no obligation to perform such conditioning.
- 1.3.4 To the extent that CLEC would like the option to request that a loop be conditioned by SBC MISSOURI to remove any device other than Excessive Bridge Taps, load coils and/or repeaters (as provided for elsewhere in this Agreement), or Non-Excessive or All Bridged Tap in accordance with this Attachment, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the End-User is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the End-User's release of the voice grade circuit and the rates referenced in Section 1.3.5 below shall apply.
- 1.3.5 Pursuant to Sections 1.3.1 and 1.3.4 above, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC MISSOURI technician time involved, at the rates specifically set forth in Section 13.4.4 of the commission-ordered FCC Tariff No. 73, as such tariff may be modified from time to time. If requested by CLEC, Overtime and Premium time charges will apply with the overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

1.4 Pricing:

The rates applicable to the removal of "All" or "Non-Excessive" Bridged Tap hereunder are set forth on the attached RABT Pricing Schedule, which is incorporated herein by this reference.

SBC MISSOURI
Removal of All and Non-Excessive Bridged Tap Non Recurring Charge
Pricing Schedule

MISSOURI		SBC MISSOURI		SBC MISSOURI NON-REC.	
		Monthly			
Removal of All Bridged Tap					
DSL Loops Less than 17.5KFT in loop length	Removal of All Bridged Tap	N/A		\$876.63	N/A
DSL Loops 17.5 KFT in loop length or greater					
	For any bridged tap removed on the loop at 17.5KFT in length or less	N/A		\$338.64	N/A
	Incremental Removal of any bridged tap removed on the loop over 17.5KFT (Per Bridged Tap Segment Removed)	N/A		\$338.64	
Removal of Non-Excessive Bridged Tap					
DSL loops Less Than 17.5KFT in loop length	Removal of Non-Excessive Bridged Tap	N/A		\$338.64	N/A
DSL Loops 17.5 KFT in loop length or greater					
	For any bridged tap removed on the loop at 17.5KFT in length or less	N/A		\$338.64	N/A
	Incremental Removal of any Non-Excessive Bridged Tap removed on the loop over 17.5KFT (Per Non-Excessive Bridged Tap Segment Removed)	NA		\$338.64	N/A

- (1) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$338.64. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, non-recurring rate of \$338.64 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay a non-recurring rate of \$338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed elsewhere in this Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., \$338.64).
- (2) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$876.63 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay a non-recurring rate of \$338.64 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed elsewhere in this Agreement).
- (3) This RABT Pricing Schedule shall apply to any RABT conditioning ordered by CLEC to be performed by **SBC MISSOURI** in connection with any RABT trouble ticket associated with an xDSL Loop, xDSL Subloop, the HFPL or the HFPCL.