

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

In the Matter of the Application for Approval	)	
of an Amendment to the Interconnection	)	Case No. TO-2001-4
Agreement Between Covad Communications	)	
Company 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 Covad Communications Company (“Covad”) and SBC Missouri to remove certain provisions from the parties’ interconnection 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.

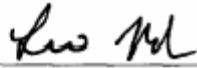
4. SBC Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. On July 20, 2000, the Commission approved the interconnection agreement between Covad and SBC Missouri, portions of which reflected the results of the arbitration between the parties in Case No. TO-2000-322. On June 23, 2005, Covad and SBC Missouri agreed to amend their interconnection agreement by deleting certain provisions from a 13-State Amendment the parties previously reached in December, 2000 (which reflected the settlement between the parties of various litigation across SBC's 13-state territory) and revising certain other provisions from that Amendment. A fully executed copy of the parties' June 23, 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 June 23, 2005 Amendment to the Interconnection Agreement between Covad, Inc. and SBC Missouri.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

BY  \_\_\_\_\_

PAUL G. LANE #27011

LEO J. BUB #34326

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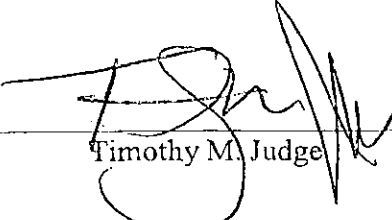
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314-247-0014 (Fax)

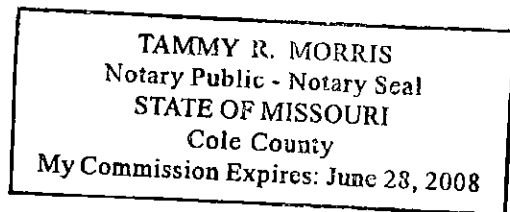
leo.bub@sbc.com

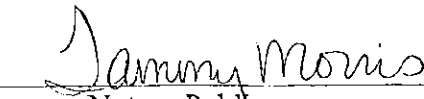
**VERIFICATION**

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 

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Jason Wakefield  
Covad Communications Company  
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**AMENDMENT  
TO THE INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI  
AND  
COVAD COMMUNICATIONS COMPANY**

**WHEREAS**, this Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri<sup>1</sup> ("SBC Missouri" or "SBC ILEC") and Covad Communications Company ("Covad") (collectively, the "Parties");

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 The following provisions in the Parties' 13-State "Sam Adams" Amendment ("Sam Adams Amendment") to the underlying Agreement are hereby deleted from the Agreement in their entirety:
  - 2.1.1 Paragraph D "Shared-Line Provisioning Intervals (business days from submission of order in proper and complete form)," including, without limitation, all sub-parts; and
  - 2.1.2 Paragraph F relating to "access to remote terminals, remote terminal collocation, and broadband services offered on NGDLC technology consistent with SBC's ex-parte filing with the FCC of July 13, 2000, in *Applications for Consent to Transfer Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications Inc., Transferee, CC Docket 98-141; ASD File No 99-49*, including SBC's revised voluntary commitments filed on August 2, 2000," including, without limitation, Schedule "F" (SBC's Ex Parte Filing with FCC of 7/13/00) to the Sam Adams Amendment; and
  - 2.1.3 Paragraph K relating to line sharing including, without limitation, Schedule "G" (SBC ILEC's Deployment Schedule for Line Sharing with SBC ILEC-owned Splitters) and Schedule "H" (Interim Line Sharing Amendment) to the Sam Adams Amendment; and
  - 2.1.4 Paragraph M(c) relating to Line Sharing Provisioning Intervals.
- 2.2 Paragraph M(b) of the Sam Adams Amendment is hereby revised to read: "UNE Pricing and Provisioning as set forth in Section I, provided that Covad does not waive its right to litigate UNE prices under Section I that shall apply subsequent to the time periods set forth in Section I."

<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.

- 2.3 The line sharing rates set forth in the underlying Agreement including, without limitation, any rates for the High Frequency Portion of the Loop ("HFPL"), the OSS modification charge, HFPL cross-connects, and SBC ILEC splitter charge, are hereby deleted.
- 2.4 Any other line sharing rates, terms and conditions contained in the underlying Agreement including, without limitation, any references to the HFPL being made available as an unbundled network element and any attachments specific to the HFPL (e.g., the Attachment HFPL Ordering on Pending Voice accounts, any provisions associated with the Telephone Number Report and any Attachment HFPL Central Office Sync Testing – Maintenance Only) are hereby deleted in their entirety.
- 2.5 Any performance measures and remedies specific to the HFPL, packet switching and/or SBC Missouri's Next Generation Digital Loop Carrier ("NGDLC") architecture including, without limitation, SBC Missouri's prior stand-alone Broadband Service, in the underlying Agreement including, without limitation, the Sam Adams Amendment to such Agreement, are hereby deleted in their entirety. SBC Missouri shall have no obligation to report on or pay remedies for any measures associated with the HFPL, packet switching and/or SBC Missouri's NGDLC architecture and/or prior stand-alone Broadband Service, notwithstanding any language to the contrary in the underlying Agreement and Sam Adams Amendment.
- 2.6 Any provisions contained in the underlying Agreement relating to packet switching and/or SBC Missouri's NGDLC architecture are hereby deleted from the Agreement.
- 2.7 Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

### **3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment is May 5, 2005 ("Amendment Effective Date"), provided, however, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Missouri Public Service Commission under Section 252(e) of the Act.

### **4. TERM OF AMENDMENT**

- 4.1 This Amendment shall not modify or extend the Effective Date or Term of the Agreement including, without limitation, any amendments to such Agreement (e.g., the Sam Adams Amendment), but rather, will be coterminous with such Agreement.

### **5. RESERVATIONS OF RIGHTS**

- 5.1 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 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, 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) 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); 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"); 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).

**6. MISCELLANEOUS**

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.
- 6.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.



IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Missouri, signing by and through its duly authorized representative, and Covad Communications Company, signing by and through its duly authorized representative.

Covad Communications Company

By: 

Printed: JAMES KIRKLAND

Title: SVP-GENERAL COUNSEL

Date: June 19, 2005

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

By: 

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: JUN 23 2005

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_