BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Southwestern)		
Bell Telephone Company, d/b/a AT&T Missouri,)		
For Approval of an Amendment to)	Case No.	
an Interconnection Agreement)		
Under the Telecommunications Act of 1996.)		

AT&T MISSOURI'S APPLICATION FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT

AT&T Missouri,¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")² and 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement ("Agreement") by and between AT&T Missouri and MCImetro Access Transmission Services Corp. and requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 1010 Pine Street, Room 19E-R-01, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri³ and its fictitious name is duly registered with the Missouri Secretary of State.⁴ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications

³ See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

² 47 U.S.C. §252(e).

⁴ A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on January 8, 2019, in Case No. TO-2019-0195.

service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

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

Mimi B. MacDonald AVP Senior Legal Counsel 1010 Pine Street, Room 19E-R-01 St. Louis, Missouri 63101

- 3. AT&T Missouri has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.
- 4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.
- 5. AT&T Missouri seeks approval of the Amendment submitted herewith, which has been signed by the parties. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the Amendment; or (b) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.⁵
- 6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Amendment. AT&T Missouri further states that implementation of the Amendment is consistent with the public interest,

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⁵ See, 47 U.S.C. § 252(e)(2).

convenience, and necessity. The purpose of the Amendment is to remove all rates, terms, and conditions related to Structure Access in the current Agreement.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and MCImetro Access Transmission Services Corp.

Respectfully submitted,

Southwestern Bell Telephone Company d/b/a AT&T Missouri

BY_

MIMI B. MACDONALD

#37606

Attorney for Southwestern Bell Telephone Company d/b/a AT&T Missouri 1010 Pine Street, Room 19E-R-01 St. Louis, Missouri 63101 314-396-3685 (Telephone) mimi.macdonald@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on August 3, 2020.

BY_____ Mimi B. MacDonald

Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102 staffcounselservice@psc.mo.gov Office Of The Public Counsel P.O. Box 7800 Jefferson City, MO 65102 opcservice@ded.mo.gov

COUNTY OF DALLAS)	SS			
STATE OF TEXAS)	33			
VERIFICATION					
I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, of sound mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing pleading. I have read the pleading. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.					
Richard 9. Howell					
		Richard T. Howell			
Sworn and subscribed to before me this day of August 2020.					

Notary Public

Signature Page/AT&T-21STATE Page 1 of 2 MCIMETRO ACCESS TRANSMISSION SERVICES CORP. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A
VERIZON ACCESS TRANSMISSION SERVICES



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Signature: eSigned - Daniel J. Higgins II

Signature: eSigned - William Bockelman

Name: eSigned - Daniel J. Higgins II

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: AVP Verizon Partner Solutions

(Print or Type)

Title: <u>DIR-INTERCONNECTION AGREEMENTS</u>

(Print or Type)

Date: 10 Jul 2020

Date: 10 Jul 2020

MCImetro Access Transmission Services Corp. MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services

Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	7440,8552	7229	2658,7149,7228,7229
KANSAS	7020,7229	7524	2533,7524,7593
MISSOURI	7020,7149,7229,7974	7290	2691,7290,7432,7594,7666
NEVADA	7020,7229	053A	053A,1794,7376
OKLAHOMA	7020,7229	7824	7258,7824
TEXAS	7020,7149,7229,7975	7297	2537,7239,7249,7297,7976
WISCONSIN	7108,7423	7229	2726,7228,7229

Description	ACNA Code(s)		
ACNA(s)	ICF,MFZ,AKJ,WUA,BFP		

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Version: 09/01/18

AMENDMENT TO THE AGREEMENTS BETWEEN

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.

MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES

AND

SOUTHWESTERN BELL TELEPHONE COMPANY, D//B/A AT&T KANSAS, D/B/A AT&T MISSOURI, D/B/A AT&T OKLAHOMA, D/B/A AT&T TEXAS; INDIANA BELL TELEPHONE COMPANY, INCORPORATED, D/B/A AT&T INDIANA; WISCONSIN BELL, INC., D/B/A AT&T WISCONSIN; AND NEVADA BELL TELEPHONE COMPANY, D/B/A AT&T NEVADA AND AT&T WHOLESALE

This Amendment amends seven Interconnection Agreements between MCImetro Access Transmission Services Corp. and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (hereinafter referred to as "CLEC") and Southwestern Bell Telephone Company, d//b/a AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin and Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale (hereinafter collectively referred to as "AT&T"), as are more fully described in the attached Exhibit A. CLEC and AT&T are hereafter collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CLEC and AT&T are Parties to the Agreements shown in the attached Exhibit A.

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreements as follows:

- This Amendment is composed of the foregoing recitals, the terms and conditions contained within, and Exhibit A Listing
 of Agreements, immediately following, all of which are hereby incorporated into this Amendment by this reference as if fully
 set forth herein and constitute a part of this Amendment.
- The Parties agree to remove all rates, terms, conditions, and appendices/attachments related to Structure Access from the Agreements listed in Exhibit A. Structure Access is covered by a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-of-Way – FCC States.
- 3. This Amendment shall be deemed to revise the terms and provisions of each Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of each Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in any Agreement, or in any Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies, or arguments it may have at law or under the intervening law or regulatory change provisions in each 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, which the Parties have not yet fully incorporated into each underlying Agreement or which may be the subject of further review.
- 5. This Amendment shall not modify or extend the Effective Date or Term of any underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF EACH UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 8. For Indiana, Kansas, Missouri, Nevada, Oklahoma, and Texas: This Amendment shall be filed with, and is subject to, approval by the applicable state Commission and shall become effective ten (10) days following approval by such

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Commission. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

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Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	MCImetro Access Transmission Services Corp, d/b/a Verizon Access Transmission Services (Corp.)	Interconnection	10/20/10
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services	Interconnection	2/22/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	MCImetro Access Transmission Services Corp.	Interconnection	8/29/05
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	MCImetro Access Transmission Services Corp.	Interconnection	3/11/06
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	MCImetro Access Transmission Services Corp.	Interconnection	7/18/07
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	MCImetro Access Transmission Services Corp.	Interconnection	2/24/03