

**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 Big River Telephone Company, LLC 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-K-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

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

² 47 U.S.C. §252(e).

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).

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:

Bruce A. Ney
AVP Senior Legal Counsel
816 Congress Ave, Suite 1100
Austin, TX 78701
Telephone: (512) 457-2311
Email: bruce.ney@att.com

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.⁵ 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.⁶

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

⁵ AT&T Missouri notes that this is a multistate agreement. In order to avoid burdening the Commission's files with unnecessary information, AT&T Missouri has only filed the information applicable to Missouri. If the Commission wishes to see pricing sheets for other states, they will be made available upon request.

⁶ See, 47 U.S.C. § 252(e)(2).

that implementation of the Amendment is consistent with the public interest, convenience, and necessity. The purpose of the Amendment is to replace Data Connection Security Requirements 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 Big River Telephone Company, LLC.

Respectfully submitted,

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

A handwritten signature in black ink, appearing to read 'K Swaller', written over a horizontal line.

BY _____

KATHERINE C. SWALLER #34271

Attorney for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
1010 Pine Street, Room 19E-K-01
St. Louis, Missouri 63101
314-825-6606 (Telephone)
katherine.swaller@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on March 26, 2021.



BY _____

Katherine C. Swaller

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office Of The Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
opc@ded.mo.gov

COUNTY OF DALLAS)
)
STATE OF TEXAS) SS

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 T. Howell

Sworn and subscribed to before me this _____ day of March 2021.

Notary Public

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND
AT&T TEXAS**

AND

BIG RIVER TELEPHONE COMPANY, LLC

Signature: eSigned - Kevin KeavenySignature: eSigned - Kristen ShoreName: eSigned - Kevin Keaveny
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: CTO
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 04 Mar 2021Date: 08 Mar 2021

Big River Telephone Company, LLC

Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Indiana Bell Telephone Company
Incorporated d/b/a AT&T INDIANA, Southwestern Bell
Telephone Company d/b/a AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and
AT&T TEXAS by AT&T Services, Inc., its authorized
agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	8768	---	956B
ILLINOIS	8768	273C	272C
INDIANA	---	502G	501G
KANSAS	8768	436E	435E
MISSOURI	8768	954B,9562	023B
OKLAHOMA	8768	390F	389F
TEXAS	8768	282F	281F

Description	ACNA Code(s)
ACNA(s)	LGD

**AMENDMENT TO THE AGREEMENT
BETWEEN
BIG RIVER TELEPHONE COMPANY, LLC
AND**

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AND AT&T TEXAS; ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS AND INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. In the states of Arkansas, Kansas, Missouri, Oklahoma and Texas, the Parties agree to delete Section 9.1 from Attachment 27 of the Agreement and add the following language:

OSS.1 Data Connection Security Requirements

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

3. In the states of Illinois and Indiana, the Parties agree to delete Sections 9.1 and 9.2 from Attachment 7 of the Agreement and add the following language:

OSS.1 Data Connection Security Requirements

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

4. This Amendment shall be deemed to revise the terms and provisions of the 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 the 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 the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. 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 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For Illinois, Indiana, Kansas, Missouri, 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 Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Big River Telephone Company, LLC	Interconnection Agreement	03/15/2006
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Big River Telephone Company, LLC	Interconnection Agreement	09/21/2011
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Big River Telephone Company, LLC	Interconnection Agreement	08/27/2012
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Big River Telephone Company, LLC	Interconnection Agreement	09/08/2010
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Big River Telephone Company, LLC	Interconnection Agreement	08/12/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Big River Telephone Company, LLC	Interconnection Agreement	03/05/2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Big River Telephone Company, LLC	Interconnection Agreement	11/12/2008