

AT&T Missouri 1010 Pine Street, Room 19E-D-01 St. Louis, Missouri 63101

T: 314.396.3679 leo.bub@att.com

September 19, 2018

Hon. Morris Woodruff Secretary and Chief Regulatory Law Judge Missouri Public Service Commission 200 Madison Street, PO Box 360 Jefferson City, MO 65102-0360

Re: Amendment to Interconnection Agreement between Southwestern Bell Telephone Company, d/b/a AT&T Missouri and Charter Fiberlink – Missouri, LLC ("CLEC")

Dear Judge Woodruff,

AT&T Missouri and CLEC would like to advise, pursuant to 4 CSR 240-28.080(2), that they have entered into an Amendment to their current interconnection agreement that adopts amendments previously approved by the Commission.

The Amendment with the signature page, submitted with this letter, has incorporated terms and conditions substantially the same as those in the following previously-approved interconnection agreement amendments:

<u>Subject</u>	MoPSC Case/Tracking No.			
FCC ICC Reform Order	IK-2017-0054			

We would respectfully request the Commission's acceptance of this filing and its expeditious approval of the parties' amendment to their interconnection agreement.

Please contact me if there are questions or if additional information is needed. Thank you for your assistance.

Very truly yours,

Lu M

Leo J. Bub

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

Contract Id: 8846241

Signature Page/AT&T-21STATE Page 1 of 2 CHARTER FIBERLINK Version: 4Q15 – 10/19/15

## **AMENDMENT**

### BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

## **AND**

CHARTER FIBERLINK NV-CCVII, LLC, CHARTER FIBERLINK CCO, LLC, CHARTER FIBERLINK-ILLINOIS, LLC, CHARTER FIBERLINK-MICHIGAN, LLC, CHARTER FIBERLINK-MISSOURI, LLC



Signature Page/AT&T-21STATE Page 2 of 2 CHARTER FIBERLINK Version: 4Q15 – 10/19/15

Signature: eSigned - Peggy Giaminetti

Name: eSigned - Peggy Giaminetti

(Print or Type)

Title: VP, Circuit Operations

(Print or Type)

Date: 10 Jul 2018

Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink CCO, LLC, Charter Fiberlink-Illinois, LLC, Charter Fiberlink-Michigan, LLC, Charter Fiberlink-Missouri, LLC

State	CLEC OCN			
ILLINOIS	462C			
MICHIGAN	351D			
MISSOURI	5607			
NEVADA	813D			
WISCONSIN	3839			

Description	ACNA Code(s)			
ACNA(s)	HFB			

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman

(Print or Type)

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

(Print or Type)

Date: 10 Jul 2018

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

Amendment – ICC and Name Change WI/AT&T-21STATE Page 1 of 2 CHARTER FIBERLINK Version: 10/25/16

# AMENDMENT TO THE AGREEMENT BETWEEN

# CHARTER FIBERLINK NV-CCVII, LLC, CHARTER FIBERLINK-ILLINOIS, LLC, CHARTER FIBERLINK-MICHIGAN, LLC, CHARTER FIBERLINK CCO, LLC AND

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

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

WHEREAS, CLEC has changed its registered name in Wisconsin and desires to modify the Agreement to incorporate such change; and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), 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, Exhibit A Agreements and Exhibit B Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
- 2. For the state of Wisconsin, the Agreement is hereby amended to reflect the name change from Charter Fiberlink, LLC to Charter Fiberlink CCO, LLC.

### 3. Intercarrier Compensation

- 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 5. 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.
- 6. 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.
- 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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- 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 9. 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.
- 10. For all States except Arkansas, Ohio, California, and Wisconsin: 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. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar 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	Old Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Charter Fiberlink-Illinois, LLC		Interconnection Agreement	9/22/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Charter Fiberlink-Michigan, LLC		Interconnection Agreement	11/10/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Charter Fiberlink-Missouri, LLC		Interconnection Agreement	8/8/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Charter Fiberlink NV-CCVII, LLC		Interconnection Agreement	6/5/2006
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Charter Fiberlink CCO, LLC	Charter Fiberlink, LLC	Interconnection Agreement	2/19/2004

#### Pricing Sheet Exhibit B

									Non- Recurring Charge (NRC)	
Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Charge (MRC)	First	Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for All ISP-Bound and section 251(b)(5) Traffic as							
2MR-AT	MO	TRANSPORT AND TERMINATION)	per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU