

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

In the Matter of the Application of Southwestern )  
Bell Telephone Company, LLC 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,<sup>1</sup> pursuant to Section 252(e) of the Telecommunications Act of 1996 (“the Act”)<sup>2</sup> and 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement by and between AT&T Missouri and XO Communications Services, LLC (“XO”) (hereinafter the “Application”).

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

1. AT&T Missouri is a Delaware limited liability company with its principal Missouri office at 1010 Pine Street, Room 19W-C-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 Missouri<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State.<sup>4</sup> AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide

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<sup>1</sup> Southwestern Bell Telephone Company, LLC d/b/a AT&T Missouri (“AT&T Missouri”).

<sup>2</sup> 47 U.S.C. §252(e).

<sup>3</sup> See, Notice of Filing of Corporate Registration, *In the Matter of the Advance Notice of Merger of Southwestern Bell Telephone Company d/b/a AT&T Missouri Name to Southwestern Bell Telephone Company, LLC d/b/a AT&T Missouri*, File Nos. DN-2024-0279 and TN-2024-0278, dated June 4, 2024 (Certificate of Registration attached as “Attachment A”).

<sup>4</sup> See, Notice of Filing of Fictitious Name Registration, *In the Matter of the Advance Notice of Merger of Southwestern Bell Telephone Company d/b/a AT&T Missouri Name to Southwestern Bell Telephone Company, LLC d/b/a AT&T Missouri*, File Nos. DN-2024-0279 and TN-2024-0278, dated July 18, 2024 (Registration of Fictitious Name attached as “Attachment A”).

"telecommunications 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  
AT&T Services, Inc.  
816 Congress, Suite 1100  
Austin, Texas 78701  
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. The Commission must approve the Application 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.<sup>5</sup>

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, convenience,

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<sup>5</sup> See, 47 U.S.C. § 252(e)(2).

and necessity. The purpose of the Amendment is to remove the Structure Access provisions from the Interconnection Agreement.

7. By signing this form, I hereby certify that neither I, nor any other members of this filing party, AT&T Missouri, has had communications with a Commissioner, Commissioner Advisor, Regulatory Law Judge, member of the General Counsel or any member of their support team in the sixty (60) days prior to the filing date of this Application regarding any substantive issue included in this filing. If any communication of this sort has occurred in the previous sixty (60) day period, I further certify this Application was held until sixty (60) days have passed from the date of the subject communication, or we have requested a waiver for good cause allowed by Commission Rule 20 CSR 4240-4.017(1)(D).

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Application and Amendment to the Interconnection Agreement between AT&T Missouri and XO.

Respectfully submitted,

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

BY   
Bruce A. Ney #73578

Attorney for Southwestern Bell Telephone Company,  
LLC d/b/a AT&T Missouri  
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(512) 457-2311 (Telephone)  
(512) 870-3420 (Facsimile)  
[bruce.ney@att.com](mailto:bruce.ney@att.com)

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on October 13, 2025.

BY   
Bruce A. Ney

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)

Office Of The Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

XO Communications Services, LLC  
Daniel J. Higgins II  
AVP  
600 Hidden Ridge  
Irving, TX 70038  
[daniel.higgins@verizon.com](mailto:daniel.higgins@verizon.com)

COUNTY OF WILLIAMSON     )  
  )  
STATE OF TENNESSEE     )     SS

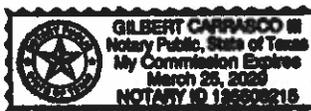
**VERIFICATION**

I, Sally A. Briar, 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.

*Sally Briar*  
\_\_\_\_\_  
Sally A. Briar

Sworn and subscribed to before me this 13<sup>th</sup> day of October 2025.

*Gilbert Carrasco III*  
\_\_\_\_\_  
Notary Public



**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN**

**AND**

**XO COMMUNICATIONS SERVICES, LLC**

Signature:  eSigned - Daniel J. Higgins II

Signature:  eSigned - Kristen E. Shore

Name:  eSigned - Daniel J. Higgins II   
 (Print or Type)

Name:  eSigned - Kristen E. Shore   
 (Print or Type)

Title:  AVP   
 (Print or Type)

Title:  AVP- Regulatory   
 (Print or Type)

Date:  09 Sep 2025

Date:  09 Sep 2025

**XO Communications Services, LLC**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520

OKLAHOMA	2796	---	---
SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
XO COMMUNICATIONS SERVICES, LLC  
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T TENNESSEE, ILLINOIS BELL  
TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC  
D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN, THE  
OHIO BELL TELEPHONE COMPANY, LLC, D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE  
COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA  
AND AT&T TEXAS, WISCONSIN BELL, LLC, D/B/A AT&T WISCONSIN**

This Amendment (Amendment) amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC, d/b/a AT&T TENNESSEE, Illinois Bell Telephone Company, LLC, d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC, d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC, d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC, d/b/a AT&T OHIO, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, LLC d/b/a AT&T WISCONSIN (AT&T) and XO Communications Services, LLC (CLEC). AT&T and CLEC are hereinafter referred to collectively as Parties and individually as a Party.

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

**WHEREAS**, AT&T and CLEC wish to enter into a Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.

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

1. This Amendment is composed of the foregoing recitals, terms and conditions, contained herein, including Exhibit A – Listing of Agreements, all of which constitute a part of this Amendment.
2. The Parties agree to remove all rates, terms, conditions, and appendices/attachments related to Structure Access from the Agreements listed in Exhibit A. From the Execution Date, Structure Access will be covered by a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.
3. This Amendment is 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 will 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, may 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 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.
5. This Amendment does not modify or extend the Effective Date or Term of the underlying Agreement, but rather be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT 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 will be considered an original and such counterparts together constitute one and the same instrument.

8. For Illinois, Indiana, Kansas, Michigan, Missouri, Oklahoma, Tennessee, Texas: This Amendment will be filed with and is subject to approval by the applicable state Commission and become effective 10 days following approval by such Commission. For Arkansas: This Amendment will be filed with the Arkansas Public Service Commission and 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 91<sup>st</sup> day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment will become effective 10 days after the mailing date of the final order approving this Amendment.

**Exhibit A – List of Agreements**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Effective Date</b>
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	XO Communication Services, LLC	Interconnection	3/21/2006
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Interconnection	11/4/1999
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	XO Communication Services, LLC	Interconnection	10/24/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	XO Communication Services, LLC	Interconnection	8/13/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Interconnection	10/20/2006
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	XO Communication Services, LLC	Interconnection	8/29/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Interconnection	11/1/2001
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	XO Communication Services, LLC	Interconnection	6/10/2010
Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Interconnection	1/8/2002
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	XO Communication Services, LLC	Interconnection	12/11/2001
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Interconnection	3/11/2004