## 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")<sup>2</sup> and 4 CSR 240-3.513(6)(C), 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 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 909 Chestnut Street, Room 3558, 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

<sup>&</sup>lt;sup>1</sup> Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

<sup>&</sup>lt;sup>3</sup> 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).

<sup>&</sup>lt;sup>4</sup> A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

"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:

Leo J. Bub Attorney for Southwestern Bell Telephone Company d/b/a AT&T Missouri 909 Chestnut Street, Room 3558 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) (1) discriminates against a telecommunications carrier not a party to the Amendment, or (2) 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,

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

convenience, and necessity. The purpose of this amendment is to implement the terms of the Report and Order and Further Notice of Proposed Rulemaking 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) ("the Order") in the underlying 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 LLC.

Respectfully submitted,

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

BY\_ Kw Ml

LEO J. BUB

#34326

Attorney for Southwestern Bell Telephone Company d/b/a AT&T Missouri 909 Chestnut Street, Room 3558 St. Louis, Missouri 63101 314-235-2508 (Telephone)/314-247-0014 (Facsimile) leo.bub@att.com

## **CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on November 6, 2015.

BY Leo Bub

General Counsel
Kevin Thompson
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov
kevin.thompson@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	)	

# **VERIFICATION**

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twentyone, sound of mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.

Richard T. Howell

Sworn and subscribed to before me this 28 day of October, 2015.

MICHAELA PALOMO My Commission Expires August 13, 2019

Signature Page/<u>AT&T-21STATE</u>
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# **AMENDMENT**

# **BETWEEN**

# SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

AND

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

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eSigned - Daniel J. Higgins II Signature: \_ Signature: <u>eSigned - Kristen E. Shore</u> Name: \_\_\_\_\_eSigned - Daniel J. Higgins II Name: eSigned - Kristen E. Shore (Print or Type) (Print or Type) **Executive Director-Regulatory** AVP, Verizon Partner Solution Title: Title: (Print or Type) (Print or Type) 07 Oct 2015 14 Oct 2015 Date: \_\_\_\_ Date: MCImetro Access Transmission Services LLC Southwestern Bell Telephone Company d/b/a AT&T MISSOURI by AT&T Services, Inc., its authorized agent **Resale OCN CLEC OCN ULEC OCN** 7020 7594 **MISSOURI** ACNA - BFP Resale OCN **ULEC OCN CLEC OCN MISSOURI** 7149 7666 ACNA - ICF Resale OCN **ULEC OCN CLEC OCN** 7974 **MISSOURI** 7432 ACNA - MFZ Resale OCN **ULEC OCN CLEC OCN MISSOURI** 2691 ACNA - AKJ Resale OCN **ULEC OCN CLEC OCN MISSOURI** 7229 7290 7290 ACNA - WUA

MCIm may add OCNs and/or ACNAs to, and/or delete OCNs and/or ACNAs from, the above list of OCNs and ACNAs with the written consent of AT&T, which consent shall not be unreasonably withheld, conditioned or delayed.

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# AMENDMENT TO THE AGREEMENT BETWEEN MCIMETRO ACCESS TRANSMISSION SERVICES LLC AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T MISSOURI") and MCImetro Access Transmission Services LLC ("CLEC"). AT&T MISSOURI and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T MISSOURI and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 20, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking 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) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

- This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below; all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
  - 1.1 The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit 1 for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit 1 hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.
- 2. The Parties agree to replace Section 19 from the Agreement with the following language:

#### Notices

- 19.1 Notices given by CLEC to AT&T MISSOURI under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 19.1.1 delivered by electronic mail (email);
  - 19.1.2 delivered by facsimile.
- 19.2 Notices given by AT&T MISSOURI to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 19.2.1 delivered by express delivery service with next Business Day delivery;
  - 19.2.2 delivered by first class, certified or registered U.S. mail, postage prepaid.
- 19.3 Notices will be deemed given as of the earliest of:
  - 19.3.1 the date of actual receipt;
  - 19.3.2 where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent;
  - 19.3.3 where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing;
  - 19.3.4 where notice is sent via certified or registered U.S. mail, the date of receipt shown on the U.S. Postal Service receipt.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Daniel J. Higgins II AVP, Verizon Partner Solution
STREET ADDRESS	1 Verizon Way, VC22E009
CITY, STATE, ZIP CODE	Basking Ridge, NJ 07920
PHONE NUMBER*	908-559-1770
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	daniel.higgins@verizon.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

<sup>\*</sup>Informational only and not to be considered as an official notice vehicle under this Section.

- 19.5 Either Party may unilaterally change its designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) will replace such information currently on file. Any Notice to change the designated contact name, address, email address (if applicable), and/or facsimile number (if applicable) for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- n addition, CLEC agrees that it is responsible for providing AT&T MISSOURI with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T MISSOURI to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - 19.6.1 [CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
  - 19.6.2 CLEC may be able to place orders for certain services in AT&T MISSOURI without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 19.7 AT&T MISSOURI communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 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

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(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.

- 4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

#### PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) 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 (Effective Through 6/30/17)		ZZUR2		\$0.0007	NA	NA	MOU
		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 (Effective 7/01/17)		ZZUR2		\$0.00	NA	NA	MOU