

**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,<sup>1</sup> 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 YMax Communications 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 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

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

<sup>2</sup> 47 U.S.C. §252(e).

<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>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,

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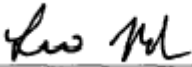
<sup>5</sup> See, 47 U.S.C. § 252(e)(2).

convenience, and necessity. The purpose of the Amendment is to modify existing procedures for Percent Local Usage Factors 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 YMax Communications Corp.

Respectfully submitted,

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

BY  \_\_\_\_\_

LEO J. BUB

#34326

Attorney for Southwestern Bell Telephone Company  
d/b/a AT&T Missouri  
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[leo.bub@att.com](mailto:leo.bub@att.com)

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on April 7, 2017.

BY  \_\_\_\_\_  
Leo Bub


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Kevin Thompson  
Missouri Public Service Commission  
P.O. Box 360  
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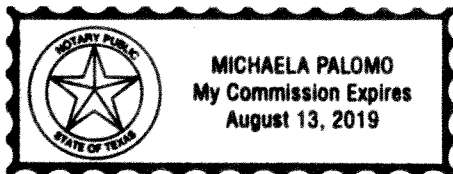
COUNTY OF DALLAS     )  
                                      )  
STATE OF TEXAS         )     SS

**VERIFICATION**

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, 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 7<sup>th</sup> day of April, 2017.



  
Notary Public

## 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 WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A  
AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T  
OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN

AND

YMAX COMMUNICATIONS CORP.



Signature: eSigned - Mark PavolSignature: eSigned - William BockelmanName: eSigned - Mark Pavol  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Carrier Manager  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 15 Mar 2017Date: 15 Mar 2017**YMax Communications Corp.**

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, The Ohio Bell  
Telephone Company d/b/a AT&T OHIO, Southwestern  
Bell Telephone Company d/b/a AT&T ARKANSAS,  
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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
YMAX COMMUNICATIONS CORP.  
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, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T  
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and 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, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN") and YMax Communications Corp. ("CLEC"). AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T ARKANSAS, ILLINOIS, KANSAS, MICHIGAN, MISSOURI, NEVADA, OHIO, OKLAHOMA, TEXAS AND WISCONSIN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; 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. **PERCENT LOCAL USAGE FACTORS**
  - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
  - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
  - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.



6. For all States except Arkansas, Ohio, California, and Wisconsin: 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 ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). 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 ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, 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 ("Amendment Effective Date"). 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 ("Amendment Effective Date").