

**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                     )  
an Interconnection Agreement                         )  
Under the Telecommunications Act of 1996.            )  
Case No. \_\_\_\_\_

**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 ("Agreement") by and between AT&T Missouri and TelCove Operations, 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-R-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 "telecommunications

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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 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:

Mimi B. MacDonald  
AVP Senior Legal Counsel  
1010 Pine Street, Room 19E-R-01  
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): (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,

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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 replace Section 3.5 in Appendix NIM (Network Interconnection Methods) 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 TelCove Operations, LLC

Respectfully submitted,

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



BY \_\_\_\_\_

MIMI B. MACDONALD

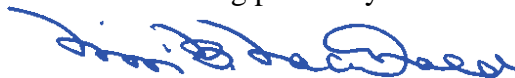
#37606

Attorney for Southwestern Bell Telephone Company  
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314-396-3685 (Telephone)  
[mimi.macdonald@att.com](mailto:mimi.macdonald@att.com)

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on May 13, 2020.

BY



Mimi B. MacDonald

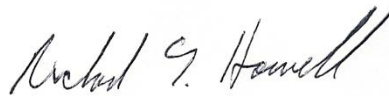
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COUNTY OF DALLAS       )  
                                      )  
STATE OF TEXAS         )       SS

**VERIFICATION**

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, 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.



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Richard T. Howell

Sworn and subscribed to before me this \_\_\_\_ day of May 2020.

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Notary Public

**AMENDMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
MISSOURI AND AT&T OKLAHOMA**

**AND**

**TELCOVE OPERATIONS, LLC**

Signature: eSigned - Gary Black, Jr.Signature: eSigned - Kristen ShoreName: eSigned - Gary Black, Jr.  
(Print or Type)Name: eSigned - Kristen Shore  
(Print or Type)Title: VP-Carrier Relations  
(Print or Type)Title: AVP Regulatory  
(Print or Type)Date: 11 Feb 2020Date: 17 Feb 2020

TelCove Operations, LLC

Southwestern Bell Telephone Company d/b/a AT&T  
MISSOURI and AT&T OKLAHOMA by AT&T Services,  
Inc., its authorized agent

State	Resale OCN	CLEC OCN
MISSOURI	3098	1752
OKLAHOMA	3098	2330

Description	ACNA Code(s)
ACNA(s)	HTJ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
TELCOVE OPERATIONS, LLC  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI AND AT&T  
OKLAHOMA**

This Amendment ("Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI and AT&T OKLAHOMA ("AT&T") and TelCove Operations, LLC ("TelCove Operations, LLC"). AT&T and TelCove Operations, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and TelCove Operations, LLC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed November 29, 2005 and as subsequently amended (the "Agreement"); and

**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, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 3.5 in Appendix NIM (Network Interconnection Methods) of the Agreement with the following

3.5 Entrance Facilities

- 3.5.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Level 3's network with AT&T's network. Specifically, Entrance Facilities connect Level 3's network from Level 3's Switch or Point of Presence ("POP") within the LATA to the AT&T Serving Wire Center of such Switch or POP.
- 3.5.2 To resolve TelCove Operations, LLC asserted claims against AT&T, and AT&T asserted counterclaims against Level 3, in a lawsuit styled Level 3 Communications, LLC, et al. v. Illinois Bell Telephone Company, et al., Case No. 4:13cv1080, in the United States District Court for the Eastern District of Missouri (the "Lawsuit"), TelCove Operations, LLC may convert an Entrance Facility purchased from an AT&T tariff and/or service guidebook to an Entrance Facility as described in 3.5.3 below only when TelCove Operations, LLC provides 90 days of verifiable evidence that more than 90% of the traffic sent by TelCove Operations, LLC over the particular Entrance Facility is 251(b)(5) Traffic ("Convert"). If TelCove Operations, LLC submits an order to Convert an Entrance Facility but fails to provide verifiable evidence, or the verifiable evidence fails to demonstrate the 90% standard, then AT&T may reject such order. If TelCove Operations, LLC submits an order to Convert an Entrance Facility subject to the Lawsuit, AT&T will either waive or credit any Early Termination Fees or Non-Recurring Charges associate with the Conversion order. This Section 3.5.2 only applies to the facilities that were in dispute in the Lawsuit.
- 3.5.3 TelCove Operations, LLC may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s), when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T's network when TelCove Operations, LLC submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. TelCove Operations, LLC may not purchase Entrance Facilities for Mixed Use, i.e., Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use"), for the rates set forth in the Pricing Sheet(s). Such Mixed-Use facilities will not be provided pursuant to this Agreement as amended but may be provided pursuant to the applicable AT&T tariff and/or service guidebook.
- 3.5.4 TelCove Operations, LLC may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3)



of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between TelCove Operations, LLC's customer and TelCove Operations, LLC's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups.

- 3.5.5 If AT&T determines that TelCove Operations, LLC is sending traffic over an Entrance Facility other than as set forth in Sections 3.5.2 or 3.5.3, AT&T shall notify TelCove Operations, LLC of such non-compliance, and TelCove Operations, LLC shall cure such non-compliance within 45 days of such notice. If TelCove Operations, LLC does not cure such noncompliance within 45 days, notwithstanding other terms of the Agreement, AT&T reserves its rights to convert any non-compliant facility to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
3. 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.
  4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  5. 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.
  6. For Missouri and Oklahoma: 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.