# 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 Onvoy, 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-D-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. AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide

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

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

<sup>&</sup>lt;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.

"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 AVP Senior Legal Counsel 1010 Pine Street, Room 19E-D-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) (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>&</sup>lt;sup>5</sup> See, 47 U.S.C. § 252(e)(2).

convenience, and necessity. The purpose of the Amendment is to change certain provisions relating to WC Docket No. 13-97 approved by the FCC. Specifically, the parties agree to replace the definition of Interconnected VoIP Provider 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 Onvoy, 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 1010 Pine Street, Room 19E-D-01 St. Louis, Missouri 63101 314-396-3679 (Telephone) leo.bub@att.com

## **CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on April 5, 2019.

BY Leo Bub

General Counsel
Kevin Thompson
Missouri Public Service Commission
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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

|                  |   | VERIFICATION |
|------------------|---|--------------|
| STATE OF TEXAS   | ) |              |
|                  | ) | SS           |
| COUNTY OF DALLAS | ) |              |

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 5th day of April 2019.

Notary Public

PATRICIA THOMPSON Notary Public STATE OF TEXAS ID#11961772 My Comm. Exp. May 4, 2020

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### **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 INCORPORATED D/B/A AT&T INDIANA, 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, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC 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** 

ONVOY, LLC



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| Signature: <u>eSigned - Kyle V. Bertrand</u>            | Signature: <u>eSigned - William Bockelman</u>               |
|---|---|
| Name: a Signed - Kula V - Partrand                      | Name: aSigned William Rockelman                             |
| Name: <u>eSigned - Kyle V. Bertrand</u> (Print or Type) | Name: <u>eSigned - William Bockelman</u><br>(Print or Type) |
| VP Procurement Management and Network Optimiz           |   |
| Title:  | Title: DIR-INTERCONNECTION AGREEMENTS                       |
| (Print or Type)   | (Print or Type)   |
| Date: <u>08 Feb 2019</u>                                | Date: 12 Feb 2019   |

Onvoy, 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 Incorporated d/b/a AT&T INDIANA, 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, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, 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

| State       | Resale OCN | CLEC OCN  |
|-------------|------------|-----------|
| ALABAMA     |            | 604E      |
| ARKANSAS    |            | 348F      |
| CALIFORNIA  |            | 649C,668G |
| FLORIDA     |            | 301H,937C |
| GEORGIA     |            | 067D,302H |
| ILLINOIS    |            | 304H,505B |
| INDIANA     | 363F       | 213F,097D |
| KANSAS      |            | 205F      |
| KENTUCKY    |            | 896E,205F |
| LOUISIANA   |            | 749E      |
| MICHIGAN    | 363F       | 214F,543C |
| MISSISSIPPI |            | 719E      |
| MISSOURI    |            | 093F,389H |
| NEVADA      |            | 029F      |

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| NORTH CAROLINA |      | 267H,638E |
|----------------|------|-----------|
| OHIO           | 363F | 464C,215F |
| OKLAHOMA       |      | 390H,409F |
| SOUTH CAROLINA |      | 548F      |
| TENNESSEE      |      | 525E      |
| TEXAS          |      | 903C,914G |
| WISCONSIN      |      | 225C,940E |

| Description | ACNA Code(s) |  |
|-------------|--------------|--|
| ACNA(s)     | OWS,MSK      |  |

Amendment – Revise IVP Definition/AT&T-21STATE PAGE 1 OF 2 ONVOY, LLC Version: 01/28/19

### AMENDMENT TO THE AGREEMENT BETWEEN ONVOY, LLC AND

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 INCORPORATED D/B/A AT&T INDIANA, 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 CALIFORNIA, 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 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 is providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC has been delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs pursuant to an amendment executed between the parties on October 25, 2016; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to change certain provisions relating to WC Docket No. 13-97 approved by the FCC; and

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

- The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A
  immediately following, all of which are hereby incorporated within this Amendment by this reference and constitute a part
  of this Amendment.
- 2. The Parties agree to replace the definition of Interconnected VoIP Provider with the following:
  - "Interconnected VoIP Provider" or "IVP" as used in this Agreement is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 9.3.
- 3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 4. 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.
- 5. 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.

Amendment – Revise IVP Definition/AT&T-21STATE PAGE 2 OF 2 ONVOY, LLC

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- 6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 8. 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.
- 9. For Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Nevada, Oklahoma, Texas: 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 (30) 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) days after the mailing date of the final order approving this Amendment.

Amd-CLEC IVP OSS and LNP Partner Definition Correction/AT&T-21STATE

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#### Exhibit A

| AT&T ILEC ("AT&T")  | CLEC Legal Name | Contract Type   | Approval Date |
|---|-----------------|-----------------|---------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA        | Onvoy, LLC      | Interconnection | 03/04/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA      | Onvoy, LLC      | Interconnection | 05/14/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI    | Onvoy, LLC      | Interconnection | 04/08/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | Onvoy, LLC      | Interconnection | 03/27/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | Onvoy, LLC      | Interconnection | 03/12/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE      | Onvoy, LLC      | Interconnection | 03/24/2008    |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA        | Onvoy, LLC      | Interconnection | 07/21/2009    |
| BellSouth Telecommunications, LLC<br>d/b/a AT&T GEORGIA     | Onvoy, LLC      | Interconnection | 07/10/2009    |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY       | Onvoy, LLC      | Interconnection | 05/29/2009    |
|   |                 |                 |               |

Amd-CLEC IVP OSS and LNP Partner Definition Correction/AT&T-21STATE

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| AT&T ILEC ("AT&T")   | CLEC Legal Name | Contract Type   | Approval Date |
|--|-----------------|-----------------|---------------|
| Illinois Bell Telephone Company, LLC<br>d/b/a AT&T ILLINOIS (f/k/a Illinois Bell<br>Telephone Company d/b/a AT&T<br>ILLINOIS | Onvoy, LLC      | Interconnection | 02/04/2004    |
|  |                 |                 |               |
| Southwestern Bell Telephone Company<br>d/b/a AT&T ARKANSAS   | Onvoy, LLC      | Interconnection | 07/18/2008    |
| Southwestern Bell Telephone Company<br>d/b/a AT&T KANSAS   | Onvoy, LLC      | Interconnection | 09/15/2008    |
| Southwestern Bell Telephone Company<br>d/b/a AT&T OKLAHOMA   | Onvoy, LLC      | Interconnection | 09/12/2008    |
|  |                 |                 |               |
| Indiana Bell Telephone Company<br>Incorporated d/b/a AT&T INDIANA  | Onvoy, LLC      | Interconnection | 10/27/2005    |
| Southwestern Bell Telephone Company<br>d/b/a AT&T MISSOURI   | Onvoy, LLC      | Interconnection | 11/29/2005    |
| Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale   | Onvoy, LLC      | Interconnection | 09/06/2005    |
| Southwestern Bell Telephone Company d/b/a AT&T TEXAS   | Onvoy, LLC      | Interconnection | 10/03/2005    |
|  |                 |                 |               |
| Michigan Bell Telephone Company d/b/a<br>AT&T MICHIGAN   | Onvoy, LLC      | Interconnection | 07/22/2004    |

Amd-CLEC IVP OSS and LNP Partner Definition Correction/AT&T-21STATE

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| AT&T ILEC ("AT&T")                                      | CLEC Legal Name | Contract Type   | Approval Date |
|---|-----------------|-----------------|---------------|
|   |                 |                 |               |
| The Ohio Bell Telephone Company d/b/a<br>AT&T OHIO      | Onvoy, LLC      | Interconnection | 11/23/2004    |
|   |                 |                 |               |
| Pacific Bell Telephone Company d/b/a<br>AT&T CALIFORNIA | Onvoy, LLC      | Interconnection | 08/06/2004    |
|   |                 |                 |               |
| Wisconsin Bell, Inc. d/b/a AT&T<br>WISCONSIN            | Onvoy, LLC      | Interconnection | 07/26/2004    |