05-TI-670

PUBLIC SERVICE COMMISSION
MASTER FILE COPY

July 2, 2002

RECEIVED
2002 JUL -3 A 10:09
WISCONSIN PUBLIC SERVICE COMMISSION

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

100

Re: Application for Approval of an Interconnection Agreement between Wisconsin Bell Telephone Company, Inc. and CenturyTel Solutions, LLC. This Agreement is a Sectional MFN into Level 3 Communications, LLC with negotiated reciprocal compensation.

Dear Ms. Dorr:

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, hereby requests approval pursuant to 47 U.S.C. 252, of the enclosed Agreement between Wisconsin Bell, Inc. and CenturyTel Solutions, LLC.

I have been authorized by CenturyTel Solutions, LLC. to submit for Commission approval, pursuant to 47 U.S.C. s. 252(e), the enclosed Agreement. This agreement is a Sectional MFN into Level 3 Communications, LLC with negotiated reciprocal compensation.

I hereby certify that a copy of this filing has been served on:

Harvey Perry, General Counsel
CenturyTel Solutions, LLC
100 Century Park Drive
Monroe, LA 71203
TN: 318-388-9000
by first class mail on July 2, 2002

Very Truly Yours,

Jill L. Collins

Jill L. Collins

June 24, 2002

WISCONSIN PUBLIC SERVICE COMMISSION
2002 JUL -3 A 10: 09
RECEIVED

Jill Collins
Executive Assistant-Manager
722 N. Broadway
Milwaukee, WI 53202

Dear Ms. Collins:

Attached is an original of the signed Agreement to the Interconnection agreement between Wisconsin Bell Telephone Company and CenturyTel Solutions, LLC. This agreement is a Sectional MFN into Level 3 Communications, LLC with negotiated reciprocal compensation. Both the electronic and hard copy files of the underlying contract were without the 911 Appendix for Connecticut, yet it is included on the index. Both underlying files also include the Ohio Commissioned Performance Measurements Appendix and the Oklahoma Commissioned Performance Measurements at the end of the document, but not listed on the index. Information specific to the CLEC is:

Lead Negotiator:	Larry Vazquez
Lead Negotiator Telephone:	312-867-5477
CLEC Officer Name:	Harvey Perry, General Counsel 100 Century Park Drive Monroe, LA 71203 TN: 318-388-9000 FAX: 318-388-9562
CLEC Attorney Name:	Michael P. Donahue, Attorney Swidler Berlin Shereff Friedman 3000 K Street, NW – Suite 300 Washington, DC 20007-5116 TN: 202-424-7683 FAX: 202-295-8478 Email: mpdonahue@swidlaw.com

If you have any questions, please call me on (214) 745-3766.

Wanda Dedner

Wanda Dedner
Manager-Contract Processing

Attachment – Original of Signed Agreement

SUSAN KEMP	(initial)	JUN 18 2002 Date
O. R. STANLEY	(sign)	JUN 18 2002 Date

EXECUTIVE SUMMARY

GENERIC INTERCONNECTION AGREEMENT

FOR

CENTURYTEL SOLUTIONS, LLC
WI

CenturyTel Solutions, LLC has signed a Sectional MFN Interconnection Agreement with Negotiated Reciprocal Compensation into Level 3 Communications, LLC Interconnection Agreement for the state of Wisconsin.

Both the electronic and hard copy files of the underlying contract were without the 911 Appendix for Connecticut, yet it is included on the index. Both underlying files also include the Ohio Commissioned Performance Measurements Appendix and the Oklahoma Commissioned Performance Measurements at the end of the document, but not listed in the index.

The Negotiated Appendix Reciprocal Compensation is included in the agreement.

Language changes include CLEC name and notice information and the language on the matrix below.

GT&C	1st Page	Add WHEREAS opt into language: WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, CLEC and Ameritech-Wisconsin have entered into an agreement, portions of which are based upon the same terms and conditions contained in the Ameritech-Wisconsin/CenturyTel Solutions, Inc. Agreement for the State of Wisconsin ("the underlying Agreement.") and other portion(s) of which were voluntarily negotiated.

GT&C	1st Page Intervening Law language	Add WHEREAS: WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech-Wisconsin reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. In particular, Ameritech-Wisconsin notes that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC,* 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. Ameritech-Wisconsin further acknowledges that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. It is Ameritech-Wisconsin's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceeding referenced herein, the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission
	Signature Page – UNE & UNE combos language	* The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381,1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under such Agreement), Ameritech-Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions or other modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Ameritech-Wisconsin's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to,

		Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Ameritech-Wisconsin further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.
GT&C	Signature Page Advanced Services & Provisioning of Frame Relay Interconnectio n	*The Parties acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order,* CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that SBC-13 State has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC, and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth herein.

The hard-coded term date to the underlying agreement is May 26, 2003.

The critical date for notice to the underlying agreement is November 27, 2002.

Larry Vazquez (312-867-5477) is the Lead Negotiator for CenturyTel Solutions, LLC.

PREPARED BY DEBORAH SYLVESTER (214-745-3760).

PLEASE RETURN TO CONTRACT PROCESSING AFTER SIGNATURE FOR FURTHER PROCESSING.