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January 8, 2007

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of a Collocation Security/Access Card Rate Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc..

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. hereby request approval, pursuant to 47 U.S.C. 252, a Collocation Security/Access Card Rate Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc..

I have been authorized by TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed Agreement.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.
Rod Cox
Manager Carrier Relations
525 Junction Road, Suite 6000
Madison, WI 53717
P: 608-663-3029
F: 608-663-3340
Rod.cox@tds.metro.com

Sincerely,

/s/ Erik S. CaPaul
Erik S. CaPaul

Enclosure

**COLLOCATION AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
WISCONSIN BELL, INC./D/B/A AT&T WISCONSIN
AND
TDS METROCOM, LLC F/K/A TDS METROCOM, INC.**

This Collocation Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. ("**CLEC**") is dated, December 13, 2006.

WHEREAS, AT&T and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") approved by the State Commission in each state as required, as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, the Parties want to amend the Agreements to establish an agreed methodology for billing collocation Security Access/ID (identification) Cards, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Amendment Effective Date (as defined in paragraph 4 of this Amendment), the Parties agree that the Monthly Recurring Rates for Security/Access ID Cards shall be set forth as follows:

- a. TDS and AT&T agree to a fixed monthly rate for Security/Access ID cards based on a per badge rate of \$75 and an allowed quantity of badges of 300 combined for the three states of Wisconsin, Illinois and Michigan.
- b. The 300 includes all active badges.
- c. TDS may order new badges, renewals, lost, damage or replacements in quantities from 1 to 5 badges per order. TDS can request expedites on thirty (30) requests for new badges, renewals, lost, damaged, or replacements, at no additional charge, during any calendar year. The number of expedites will be prorated for the remaining balance of the calendar year after the Amendment Effective date during the first year.
- d. The monthly recurring charge for each state will be \$625.00 ((300 x \$75)/12/3) The monthly recurring charge will be billed to one BAN, in each state, in its entirety.
- e. AT&T will track TDS total active badges against the total allowed (300), and track expedite requests against the total allowed (30) for the calendar year. AT&T will provide a detailed tracking report to TDS on a quarterly basis. This quarterly report will include the date of the request, the requestor's name, and the name of the person requiring the badge.
- f. If TDS exceeds the total quantity or exceeds the expedite level then the rates below will apply to every badge over the limit.
 - Normal request = \$80.00 per card
 - Expedited request = \$85.00 per card

- g. TDS will develop and use an internal inventory tracking process for each badge application. A unique inventory number will be included on each badge application submitted to AT&T. AT&T and TDS will use the inventory tracking numbers to track and reconcile calendar year (300) and expedite limits (30).
3. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for Security/Access ID Cards in the Appendix Collocation or AT&T Wisconsin's Tariff, or of the manner in which AT&T Wisconsin has applied or billed such rates, or any other aspect of its security access and ID badge billing, all as existed prior to the making of this Amendment.
4. The effective date of this Amendment in a state shall be the day the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("**Amendment Effective Date**"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.
6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
7. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.
8. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

By: Bruce H. Mottena

Printed: Bruce H. Mottena

Title: Service-Carrier Relations

Date: 12-12-06

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, By its Authorized Agent, AT&T Telecommunications, Inc.

By: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 12-13-06

AECN/OCN # 7804