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November 27, 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 an Interconnection Agreement amendment negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Northern Telephone & Data Corporation

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Northern Telephone & Data Corporation hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement amendment negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Northern Telephone & Data Corporation

I have been authorized by Northern Telephone & Data Corporation to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement amendment.

Northern Telephone & Data Corporation
Jesse Upp
Engineer
2129 Jackson
Oshkosh, WI 54903
Tel: (920) 426-9192
Fax: (920) 426-3075

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
NORTHERN TELEPHONE & DATA CORPORATION**

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Northern Telephone & Data Corporation ("CLEC") (collectively, the "Parties") previously entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSC-WI") directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI's determination for the DS1 rate structure;

WHEREAS, AT&T Wisconsin and CLEC have previously entered into a rate amendment by which they accepted the DS1 rates and rate structure adopted herein as interim and subject to true-up; and

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately and permanently reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 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.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

- 2.1.1 To conform the Agreement to effectuate certain non recurring DS1 structure changes established by the Commission, the Agreement is amended to reflect the existing interim rates as permanent rates as reflected in the attached pricing schedule labeled Attachment A (which is incorporated herein).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non-recurring DS1 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 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, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and 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).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either AT&T Wisconsin or CLEC from taking any position with respect to the UNE Compliance Order or any other PSC-WI order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the UNE Compliance Order or any other PSC-WI order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6.3 The Parties agree that by signing this amendment Northern Telephone & Data Corporation has not waived any right it may have to opt into a complete successor interconnection agreement, including a new interconnection agreement between TDS Metrocom and AT&T Wisconsin, to the extent that agreement is otherwise legally available for a carrier to opt into pursuant to 47 U.S.C. Section 252(i). In particular, AT&T Wisconsin agrees that once a new interconnection agreement is approved by the Commission between third-party carrier TDS Metrocom and AT&T Wisconsin, Northern Telephone & Data Corporation may opt into the entirety of that agreement, including any provisions relating to the Federal Communication Commission's Triennial Review Order (18 FCC Rcd. 16978 (2003)) and Triennial Review Remand Order (20 FCC Rcd. 2533(2005)).

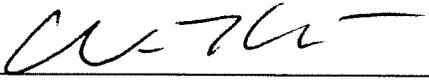
7. MISCELLANEOUS

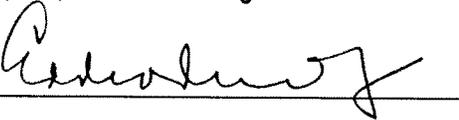
- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Northern Telephone & Data Corporation

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: 

Signature: 

Name: William IC Miller
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: PRESIDENT
(Print or Type)

Title: Director - Contract Management
(Print or Type)

Date: 11-13-07

Date: 11-16-07

UNE OCN#
RESALE OCN#
FACILITIES-BASED OCN# 1519
ACNA NDT

ATT WISCONSIN
 Aug 28, 2006

Line	WISCONSIN		USOC	AT&T Recurring	AT&T Recurring	AT&T Non Recurring	
				Monthly with \$0.16 IDLC	Monthly with \$0.10 IDLC	Initial	Additional
1	DS1 Loop Non-Recurring Charges						
2		Administrative Charge - per order	NR9OR			\$	138.62
3		Administrative Charge - per order - Disconnect	NR9OT			\$	55.72
4		Design & Central Office Connection Charge-per circuit	NR9OU			\$	433.60
5		Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV			\$	81.11
6		Customer Connection Charge per Termination	NR9OW			\$	179.90

TBD -To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable