Sally Briar
225 W. Randolph St., Floor 27C
Chicago, IL 60606
T: 312.727-0133
F: 281.664.9709

September 25, 2010

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 negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and McLeodUSA Telecommunications Services, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and McLeodUSA Telecommunications Services, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and McLeodUSA Telecommunications Services, Inc.

I have been authorized by McLeodUSA Telecommunications Services, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

McLeodUSA Telecommunications Services, Inc.
Al Finnell
Carrier Relations Manager
6801 Morrison Boulevard
Charlotte, NC 28211
Tel: (704) 602-1946
Fax: (704) 319-1946

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

This Wisconsin Collocation Power Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin ("AT&T Wisconsin") and McLeodUSA Telecommunications Services, Inc. ("CLEC").

WHEREAS, AT&T Wisconsin and CLEC are parties to an interconnection agreement dated August, 22, 2002, that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and has been amended prior to this Amendment (the "Agreement"); and

WHEREAS, on June 10, 2010, the PSCW issued an order ("Collocation Power Order") in TDS Metrocom, LLC, and McLeodUSA Telecommunications Services, Inc., Petition to Determine Rates and Costs for Unbundled Network Elements or Unbundled Service Elements of Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, Docket 6720-TI-221, that established a usage based billing methodology for collocation power rates and established collocation power rates; and

WHEREAS, in the Collocation Power Order, the Commission ordered that to the extent an Interconnection Agreement has a change of law or other provision that requires changes to be implemented during the term of an existing agreement, AT&T Wisconsin shall, according to the applicable terms of such an agreement, negotiate with the other party to expeditiously develop methods and procedures designed to implement usage-based billing; and

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the requirements described in the Collocation Power Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be 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.

The following terms of this Amendment apply to all forms of collocation that involve the draw of DC power by a CLEC's collocated equipment.

2. DC POWER CHARGES BASED ON CLEC SELF REPORTED POWER USAGE

2.1 For purpose of billing CLEC for all monthly DC power rate elements, upon execution of this Amendment, CLEC elects to self report DC power usage by following the self certification requirements set forth herein. If CLEC elects to report DC power usage, then the reported CLEC power usage shall be the basis for AT&T Wisconsin billing all monthly DC power rates. The minimum CLEC requested amperage is 5 amps per CLEC collocation arrangement.

2.2 CLEC self-reported DC power usage is multiplied times the per amp rates for DC Power to determine the total monthly DC Power and other related charges based on DC power usage.

3. CLEC SELF REPORTED DC POWER USAGE

3.1 The following rules will apply to ensure fair and proper reporting and administration of the CLEC Self Reported Measured DC Power Usage and associated billing:

3.2 On an annual basis, CLEC will self-certify the DC Power usage for each of its Wisconsin collocation arrangements as specified in Sections 3.6 and 3.7 below ("Self Certification Process").

3.3 CLECs will complete the self certification form using the self certification form attached to this Amendment as Attachment A. CLEC will email the completed initial self certification form to the Collocation Service Center (CSC) admin mailbox at CSC_admin@att.com. The self certification form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the CSC ninety (90) days after such notification. CLEC may use an Approved Tier 1 Power Vendor or its own qualified personnel to perform the reading of DC power usage in a caged or cageless collocation arrangement.

3.4 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:

3.4.1 CLEC shall use an Approved Tier 1 Power Vendor to perform the reading of the DC power usage in the virtual arrangement, Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSNMOP)).

3.4.2 The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the interconnection agreement between the parties.

3.5 The CLEC will have up to ninety (90) days from the Effective Date of this Amendment to complete the initial self certification form. The self certification form will include all CLEC collocation arrangements within the specific CLLI listing each of their Wisconsin collocation arrangements using the procedures set forth in Section 3.3 above. CLEC may

submit the initial self certification forms that contain all or part of the CLEC collocation arrangements within AT&T Wisconsin's central offices. However, within the ninety (90) days from the Effective Date of this Amendment, in order to be eligible for being billed based on the CLEC DC power usage, CLEC must submit an initial self certification form(s) for each collocation arrangement located in AT&T Wisconsin central offices. AT&T Wisconsin will process the initial self certification form(s) as follows:

1. Upon receipt of the initial self certification form(s), AT&T Wisconsin will process service orders related to the CLEC collocation arrangements reported in the initial self certification updating billed amperage for DC Power by CLEC billing account number (BAN) associated with that collocation arrangement per the information contained on the self certification form, retroactive to the Effective Date of this amendment, and will true-up any billing that occurred subsequent to the Effective Date of this amendment.

2. If CLEC fails to submit the initial self certification form for all CLEC collocation arrangements within the 90-day period, CLEC collocation arrangements, shall continue to be billed at 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangements at the rate in the existing interconnection agreement, i.e., the capacity of one power lead until all initial self certification form(s) are received for CLEC collocation arrangements. The effective billing date will be the date the initial self certification form(s) are received for those CLEC collocation arrangements.

3.6 In the annual self certification, CLEC will self certify that there has been a physical site measured verification (taken no more than 12 months before the date of the certification) of the total actual usage for each CLEC collocation arrangement. Physical measurements shall be taken on the supply side of all CLEC collocation arrangements. Each CLEC collocation arrangement shall be identified by providing the relay rack number of the AT&T Wisconsin BDFB or Power Board and the fuse position.

3.7 CLEC's subsequent annual self certifications will be due 12 months from the amendment effective date of every calendar year.

3.8 If a self certification form subsequent to the initial certification is not received by the due date, AT&T Wisconsin reserves the right to bill for these CLEC collocation arrangements in the State based on 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangement at the rates in the existing interconnection agreement, up and until all subsequent self certification form(s) are received for CLEC collocation arrangements. The effective billing date for billing DC Power usage will be the date the subsequent self certification form(s) are received for those CLEC collocation arrangements.

3.9 Within 30 calendar days after performing any collocation augment, CLEC will notify AT&T Wisconsin and submit a revised self certification form(s) for the augmented collocation site reflecting an increase in CLEC amperage usage for the CLEC collocation arrangement since the last self certification if the actual increase in usage for the CLEC collocation arrangement is 5 AMPs or greater over the last self certified amount and the increase occurs between self certification dates. CLECs will notify AT&T Wisconsin and submit a revised self certification form(s) for a collocation site reflecting a decrease in CLEC usage since the last self certification if the actual decrease in usage for the arrangement is 5 AMPs or greater from the amount of the last self certification and the decrease occurs between self certification dates. AT&T Wisconsin will update the CLEC

billing to account for the increase or the decrease in CLEC power usage on the next billing cycle.

3.10 AT&T Wisconsin reserves the right to temporarily reduce the size of the fuse for CLECs in the event of a pending or actual DC power emergency or natural disaster, for the protection of the central office power plant. AT&T Wisconsin will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Wisconsin will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed measured usage, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T Wisconsin providing notice. AT&T Wisconsin will fuse the CLEC's collocation arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Wisconsin will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded, Within 48 hours after such notice, AT&T Wisconsin will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Wisconsin must receive notice of the CLECs desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T Wisconsin of its desire to maintain the increased measured usage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Wisconsin may bill CLECs based on the increased amperage for the duration of the DC power emergency.

4. SELF CERTIFICATION AUDITS

4.1 AT&T Wisconsin reserves the right to annually validate CLEC actual usage reported in its annual self-certifications. AT&T Wisconsin will bring any discrepancies of plus or minus 5%, provided the discrepancy is at least 5 AMPs, to the CLECs attention for resolution within 10 business days. AT&T Wisconsin may update the CLECs billing, back to the most recent CLEC self certification, based on the AT&T Wisconsin audit of measured usage. However, if the CLEC can reasonably identify the source or cause of the variation in power consumption from the previously CLEC reported amount, including but not limited to deployment of newly collocated equipment, then the amended billing shall be prorated back to the date justified by the identification of that source or cause.

4.2 If anytime after receiving the CLEC's initial self-certifications, AT&T Wisconsin identifies that a specific CLEC collocation arrangement was under reported by 20% or more, provided the discrepancy is at least 10 amps, AT&T Wisconsin will notify the CLEC within 5 business days of the discrepancy. AT&T Wisconsin may update the CLEC billing, back to the most recent CLEC self certification, based on the AT&T Wisconsin audit of measured usage.

4.2.1 AT&T's notice of discrepancy shall contain identification of the specific collocation arrangements(s) at issue, the amperage amount CLEC reported in its self certification form, the amperage amount alleged by AT&T, and the date that AT&T measured the power used as the basis for the discrepancy notification. AT&T and CLEC shall attempt to resolve any such discrepancies reported by AT&T and may agree to conduct a joint measurement. CLEC may provide AT&T

with information, such as mitigating factors, showing that adjusted billing is not warranted. If any dispute is not resolved, either Party may pursue the dispute under the dispute resolution procedures of this Agreement. During the pendency of any such dispute, AT&T Wisconsin and CLEC shall comply with the provisions as set forth in Section 15.0 Billing and Payment of Rates and Charges, contained in the underlying CLEC Interconnection agreement. AT&T reserves the right to true-up to AT&T's measured usage back to the last CLEC self certification date if it is determined that AT&T's measurements were correct or back to the date that the CLEC proves was the actual date the increased amperage usage occurred.

4.2.2 If discrepancies of greater than 20% and at least 10 amps occur a second time within a 24 calendar month period from the first time for a specific CLEC collocation arrangement, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&Ts measurements are correct, the billing to the CLEC will be based on 50% of the distribution cable amperage capacity of that specific CLEC collocation arrangement for the next 12 month period at the rates in the existing interconnection agreement before the CLEC will again be eligible for this offering at the CLEC collocation arrangement with the discrepancy.

4.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLECs total collocation count in Wisconsin are found to have discrepancies per collocation arrangement of greater than 20% and at least 10 amps in a calendar year, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements of greater than a 20% discrepancy and at least 10 amps are correct for 15% or 2 collocation arrangements, whichever is higher, of the CLECs total collocation count, billing to the CLEC will be based on 50% of the distribution cable amperage capacity for all CLEC collocation arrangements in Wisconsin under the terms of the existing interconnection agreement, as applicable, including the rates stated therein, for the next 12 month period before the CLEC will again be eligible for this offering.

5. PRICING SCHEDULE. See Attachment B.

6. TERM OF AMENDMENT

6.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. 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. RESERVATIONS OF RIGHTS

7.1 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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

7.2 In entering into this Amendment, AT&T Wisconsin does so for the sole purpose of complying with the Commission's Collocation Power Order and AT&T Wisconsin reserves all rights to seek rehearing of and/or appeal that decision.

8. MISCELLANEOUS

8.1 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.

8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

9. EFFECTIVE DATE

9.1 This Amendment shall be filed with the Wisconsin Public Service Commission and is effective on the date it is approved by such commission (the "Effective Date").

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

McLeodUSA Telecommunications Services, Inc.

By: _____

Printed: Sean Pflaging

Title: Sr. V.P. - Network Services

Date: 9/3/10

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 9-8-10

WISCONSIN COLLOCATION POWER ORDER
SELF CERTIFICATION FORM
ATTACHMENT A
COLLOCATION POWER USAGE READINGS

ROW #	ACNA	List the CLLI11 For Each Collocation Arrangement	Please Provide ILEC Fuse Assignments For Each DC Power Arrangements (A&B Lead)			New CLEC Requested Amperage To Be Billed	Billing Account Number (BAN)
			Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
1			A				
			B				
2			A				
			B				
3			A				
			B				
4			A				
			B				
5			A				
			B				
6			A				
			B				
7			A				
			B				
8			A				
			B				
9			A				
			B				
10			A				
			B				
11			A				
			B				
12			A				
			B				
13			A				
			B				
14			A				
			B				

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XPG++	TBD			$12.44		Per Amp
12	WI	PHYSICAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XPG++	TBD			$11.08		Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XVG++	TBD			$12.44		Per Amp
12	WI	VIRTUAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XVG++	TBD			$11.08		Per Amp