



VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

December 10, 2012

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P. O. Box 7854
Madison, WI 53707-7854

RE: Amendment Number One to the Interconnection Agreement between CenturyTel of Forestville, LLC and Charter Fiberlink CCO, LLC

Dear Ms. Paske:

The Amendment Number One to the Interconnection Agreement referenced above is a new agreement between the above mentioned parties. This agreement is an amendment to the Interconnection Agreement approved in Docket No. 5-TI-2055. The expiration date of the enclosed agreement is October 31, 2015. If neither Party elects to terminate this agreement as of that date, the term of the contract automatically defaults to the term set forth in the original Interconnection Agreement.

CenturyLink hereby files for approval of the above referenced Amendment Number One to the Interconnection Agreement pursuant to 47 USC § 252 of the Telecommunications Act.

I have been authorized by Charter Fiberlink CCO, LLC to submit the enclosed agreement for Commission approval pursuant to 47 USC § 252(e).

I hereby certify that a copy of this filing has been served on Charter Fiberlink CCO, LLC as follows:

Charter Fiberlink CCO, LLC
Attn: Peggy Giaminetti
VP Finance
12405 Powerscourt Drive
St. Louis, MO 63131

1801 California St., 10th Fl.
Denver, Colorado 80202
(303) 992-5792 Direct
(303) 383-8468 Facsimile
marjorie.herlth@centurylink.com

Ms. Sandra J. Paske
Secretary fo the Commission
Public Service Commission of Wisconsin
Page 2

and

Charter Fiberlink CCO, LLC
Attn: Michael R. Moore
Sr. Dir. & Sr. Counsel, Regulatory Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

Please forward documents related to this Agreement filing to:

Becky Owenson Kilpatrick
CenturyLink
319 Madison.
Jefferson City, MO 65101-3108

Sincerely,



Marjorie Herlth
Regulatory Paralegal

**Amendment Number One
to the Interconnection Agreement**

between

**CenturyTel of Forestville, LLC
d/b/a CenturyLink**

and

Charter Fiberlink CCO, LLC

For the state of Wisconsin

This Amendment (“Amendment”) is to the Interconnection, Collocation and Resale Agreement between CenturyTel of Forestville, LLC d/b/a CenturyLink, (“CenturyLink”), and Charter Fiberlink CCO, LLC (“CLEC”). (CenturyLink and CLEC are collectively the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement dated September 30, 2010 (“Agreement”) for service in the State of Wisconsin, that was approved by the Commission; and

WHEREAS, the Parties have agreed to amend the Agreement with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Compensation for NID Usage: Notwithstanding any terms or provisions of the Agreement to the contrary, the Parties agree that CLEC’s use of NIDs belonging to CenturyLink and to CenturyLink’s ILEC affiliates doing business in Wisconsin through October 1, 2015 will be compensated in the following manner:

- A. CLEC will make the following monthly payments with the understanding that each payment reflects the amount owed to CenturyLink and to all of its ILEC affiliates in Wisconsin, in the aggregate, and that each monthly payment will be allocated by CenturyLink between and among itself and all of its ILEC affiliates in Wisconsin:

1. From October 2012 through September 2013, inclusive, a payment of \$5,000.00 per month shall be due on the first (1st) day of each month, except for the first payment which shall be made on October 15, 2012; and
 2. From October 2013 through September 2014, inclusive, a payment of \$3,333.50 per month shall be due on the first (1st) day of each month; and
 3. From October 2014 through September 2015, inclusive, a payment of \$1,895.67 per month shall be due on the first (1st) day of each month.
- B. Such payments shall be remitted to “CenturyLink” as the payee, without designating the individual names of particular CenturyLink ILEC affiliates to whom such payments will be allocated. Such payments shall become due and owing as specified herein without the necessity for such amounts to be billed, itemized or otherwise reflected on any invoices from CenturyLink or its ILEC affiliates, since the aggregate nature of such payment amounts makes such invoicing impractical.
- C. The payments specified herein shall allow CLEC to have unlimited use of any NIDS owned by CenturyLink and its ILEC affiliates in Wisconsin through October 1, 2015 without additional compensation. The use of such NIDs shall be subject to the applicable terms defining and governing the use of NIDs in the Agreement but such use of the NIDs through October 1, 2015 shall not be subject to: (i) any rates and/or charges (including service order charges); or (ii) requirements to submit requests, specified in the Agreement, for access and/or use of NIDs.
- D. If the Agreement is terminated by either Party (in accordance with the terms of the Agreement) prior to October 1, 2015, the NID payment provisions set forth in this Amendment will be incorporated into any replacement agreement for the purpose of governing the NID compensation between the Parties through October 1, 2015. Beginning October 1, 2015, the compensation for use of NIDs owned by CenturyLink shall be governed by the terms of the Agreement, or any successor contract, without regard to this Amendment.
- E. If CLEC fails to make a payment within five (5) days of the due date, CenturyLink may provide a written notice of default to CLEC as provided herein. If CLEC fails to cure the default within five (5) days of the receipt of the notice of default, all of the payments specified herein to be made through September 2015 shall become immediately due and payable, and CenturyLink may undertake such collection action for the full amount owed pursuant to this paragraph in accordance with the procedures set forth in paragraph F below. Such notice and right to cure with respect to payments for NID usage through October 1, 2015 shall be in lieu of any other provisions of the Agreement concerning delinquent payment of amounts owed.

- F. Any dispute with respect to the payment or collection of amounts owed hereunder, shall be resolved by binding arbitration before Mark A. Frankel, Frankel ADR, LLC, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) with said arbitrator’s decision to be final and unappealable, except for a showing of fraud. In the event that Judge Frankel is unable or unwilling to act as arbitrator, any disputes shall be resolved by a civil action in the Dane County Circuit Court. The prevailing party in any such action may, at the discretion of Judge Frankel or the trial judge, recover their reasonable attorney fees. Such arbitration or civil action with respect to payments for NID usage through October 1, 2015 shall be in lieu of any other provisions of the Agreement concerning dispute resolution.
- G. The Parties acknowledge that execution of this Amendment was a material term and condition to the settlement of several disputes between the Parties concerning CLEC’s previous use of NIDs owned by CenturyLink in the state of Wisconsin. If the Commission fails to approve this amendment, the Parties will cooperate to file suitable amendments that satisfy the Commission without increasing the amounts due from CLEC to CenturyLink as specified herein for use of such NIDs through October 1, 2015. This Amendment shall only be available for adoption by other providers in those Wisconsin exchanges where CenturyLink and its ILEC affiliates were exchanging traffic with CLEC prior to the effective date of this Amendment which was a condition to the settlement that was reached between the Parties with respect to compensation for usage of NIDs owned by CenturyLink in those exchanges.

Notices

The contact information in Section 34 of the Agreement shall be updated to reflect the following information:

If to “CLEC”:

Charter Fiberlink CCO, LLC
Attn: Peggy Giaminetti
VP Finance
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-543-5721
Peggy.Giaminetti@chartercom.com

With a copy to:

Charter Fiberlink CCO, LLC
Attn: Michael R. Moore
Sr. Dir. & Sr. Counsel, Regulatory
Affairs
12405 Powerscourt Drive
St. Louis, MO 63131
Phone: 314-543-2414
Michael.Moore@chartercom.com

If to CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor Denver, CO 80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With copy to:

CenturyLink Law Department
Associate General Counsel, Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email:
Legal.Interconnection@centurylink.com
Phone: 303-383-6553

And:

Senior Corporate Counsel
319 Madison
Jefferson City, MO 65101
Email: becky.kilpatrick@centurylink.com
Phone: 573-636-4261

Effective Date and Governing Law

This Amendment shall be deemed effective upon Commission approval, and shall be governed by the laws of Wisconsin without regard to conflict of law provisions.

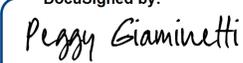
Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Signatures and Execution

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Charter Fiberlink CCO, LLC
By Charter Communications, Inc., its
Manager

DocuSigned by:

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Signature
Peggy Giaminetti
VP Finance

12/10/2012
Date

CenturyTel of Forestville, LLC
d/b/a CenturyLink

05E9FC68BD57454...

DocuSigned By: L. T. Christensen

Signature
L. T. Christensen,
Director – Wholesale Contracts

12/10/2012
Date