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Public Service Commission of Wisconsin
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December 19, 2012

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 XO Communications Services, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and XO Communications 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 XO Communications Services, Inc.

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

XO Communications Services, Inc.
Kristen Shulman
Executive Director
810 Jorie Blvd., Suite 200
Oak Brook, IL 60523
630-371-3311

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
XO COMMUNICATIONS SERVICES, LLC**

This Amendment amends the Interconnection Agreement by and between and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (“AT&T WISCONSIN”) and XO Communications Services, Inc. (“CLEC”). AT&T WISCONSIN and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”. This Amendment applies in AT&T WISCONSIN’s service territory in the State(s) of WISCONSIN.

WITNESSETH:

WHEREAS, AT&T WISCONSIN and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the “Act”), approved on June 10, 2012 (the “Agreement”); and

WHEREAS, AT&T WISCONSIN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the “Plan”) for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin (“Collaborative Review”); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. AT&T WISCONSIN shall reflect that name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” only for the main billing account (header card) for each of the accounts previously billed to XO Communications Services, Inc. AT&T WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T WISCONSIN’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO Communications Services, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
2. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
5. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the

Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

XO Communications Services, LLC

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

Signature: Robert L. Geller

Signature: Patrick Doherty

Name: Robert L. Geller
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: EVN- Network & Customer Service
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 11/29/2012

Date: 12-5-12

State	Resale OCN	ULEC OCN	CLEC OCN
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW