



Janet Arnold  
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Public Service Commission of Wisconsin  
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January 21, 2015

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 Talk America Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Talk America 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 Talk America Inc. Due to this being a dual-state amendment (Wisconsin and Indiana), the amendment shows the carrier with the d/b/a Paetec Business Services because the carrier is registered in Indiana as such.

I have been authorized by Talk America Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the attached agreement.

Talk America Inc.  
Al Finnell  
Sr. Negotiator & Account Manager  
6801 Morrison Blvd.  
Charlotte, NC 28211  
Tel: 704-319-1946  
[Al.finnell@windstream.com](mailto:Al.finnell@windstream.com)

Sincerely,

Janet Arnold

Attachment

**AMENDMENT**

**BETWEEN**

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T  
INDIANA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**TALK AMERICA INC. D/B/A PAETEC BUSINESS SERVICES**



Signature: eSigned - S. Lynn Hughes

Signature: eSigned - William A. Bockelman

Name: eSigned - S. Lynn Hughes  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: Director - Interconnection  
(Print or Type)

Title: Director  
(Print or Type)

Date: 19 Dec 2014

Date: 22 Dec 2014

Talk America Inc. d/b/a PaeTec Business Services

Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	3882	1233	1233
WISCONSIN	3882	5824	5824

Description	ACNA Code(s)
ACNA(s)	TVN

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, WISCONSIN BELL,  
INC. D/B/A AT&T WISCONSIN  
AND  
TALK AMERICA INC. D/B/A PAETEC BUSINESS SERVICES**

This Amendment amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T INDIANA AND WISCONSIN") and Talk America Inc. d/b/a PaeTec Business Services ("CLEC"). AT&T INDIANA AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T INDIANA AND WISCONSIN's service territory in the State(s) of Indiana and Wisconsin.

**WITNESSETH:**

**WHEREAS**, AT&T INDIANA AND WISCONSIN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on December 16, 2009 (the "Agreement"); and

**WHEREAS**, AT&T INDIANA AND 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. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. 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.
3. The Parties agree to replace Section 20 of the General Terms and Agreement with the following information.

**20. Notices**

20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

20.1.2 delivered by electronic mail (email) provided CLEC and/or AT&T MIDWEST REGION 5-STATE has provided such information in Section 20.3 below.

20.2 Notices will be deemed given as of the earliest of:

20.2.1 the date of actual receipt;

- 20.2.2 the next Business Day when sent via express delivery service;
- 20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 20.2.4 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to the other Party.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Al Finnell Sr. Negotiator & Account Manager – Vendor Relations/Regulatory
STREET ADDRESS	6801 Morrison Blvd.
CITY, STATE, ZIP CODE	Charlotte, NC 28211
PHONE NUMBER*	(704) 319-1946
FACSIMILE NUMBER	(704) 602-1946
EMAIL ADDRESS	Al.Finnell@Windstream.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

20.4 Either Party may unilaterally change its designated contact name, address, and/or email address for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 20.5 **AT&T MIDWEST REGION 5-STATE** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
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. For Indiana: 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. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.